

# State and Federal Applications for Renewal of the Trans Alaska Pipeline System

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## Notice on Revisions

The contents of this electronic file are subject to revision without notice to individual holders. However, revisions will be placed on the TAPS Right-of-Way Renewal web site at [www.tapsrow.com](http://www.tapsrow.com). Please visit the web site to ensure that you have the current version.



RECEIVED  
JOINT PIPELINE OFFICE

01 MAY -2 AM 10: 05



One Williams Center  
P.O. Box 3448  
Tulsa, Oklahoma 74101

APR 30 2001

Mr. Pat Pourchot  
Commissioner  
Alaska Department of Natural Resources  
400 Willoughby Avenue  
Juneau, Alaska 99801

Mr. William G. Britt, Jr.  
State Pipeline Coordinator  
411 West 4th Avenue  
Suite 2  
Anchorage, Alaska 99501

Re: Renewal Of TAPS Lease And Associated Rights

Gentlemen:

Williams Alaska Pipeline Company, L.L.C. ("Williams") owns an undivided interest in the May 3, 1974 Right-of-Way Lease for the Trans-Alaska Pipeline ("TAPS Lease") and other rights associated with the TAPS Lease ("Associated Rights"). The TAPS Lease provides that it will (and accordingly the Associated Rights will) remain in full force and effect until 12:00 noon on May 2, 2004, and "[t]he Commissioner shall renew the Lease [and Associated Rights] . . . so long as the Pipeline is in commercial operation and the Lessees are in full compliance with State law, including but not limited to State law pertaining to regulation and taxation of the Pipeline." TAPS Lease §2(c).

Williams, in coordination with the other undivided interest owners of the TAPS Lease and Associated Rights ("Other TAPS Owners"), applies for renewal of the TAPS Lease and Associated Rights. See Line Lists at Tab1A-1C in Volume 2. Williams seeks renewal of the TAPS Lease and Associated Rights for the maximum period authorized by law on the same terms as those set out in the TAPS Lease and Associated Rights.

Included with this application are materials to assist you in making your renewal determination. See the Right-of-Way Leasing Act at AS 38.35.110 and the Pipeline Right-of-Way Leasing regulations at 11 AAC 80.075. That material includes information (i) pertaining to commercial operations (Commercial Operations Tab of this Volume) and compliance with State law and lease terms (Compliance Tab of this Volume) and (ii) provided to the Bureau of Land Management in conjunction with renewal of the Federal Agreement and Grant of Right-of-Way for the Trans-Alaska Pipeline (Federal ROW Renewal Application Submittal Tab of this Volume and Vols. 2 and 3).

As you know, Williams and the Other TAPS Owners have established a Right-of-Way Renewal Team to work with the State of Alaska, the Federal Government, and stakeholders in renewing the TAPS Owners' rights. W. Steven Jones, Project Manager of the

Mr. Pat Pourchot  
Mr. William G. Britt, Jr.  
Page 2

TAPS Right-of-Way Renewal Team, will serve as our contact on Right-of-Way Renewal matters. Please direct all correspondence and notifications to W. Steven Jones.

Very truly yours,

**WILLIAMS ALASKA PIPELINE  
COMPANY, L.L.C.**

A handwritten signature in cursive script, appearing to read "Michael Mears".

Michael N. Mears  
Vice President

# **Commercial Operation**

**TAPS Oil Movements Historical Data  
Reporting for December 2000**

The attached operations reports depict TAPS oil movements. Throughout the day, the Operations Control Center at the Valdez Marine Terminal receives data from metering systems that are located at Pump Station 1, Golden Valley Electric Association, Petro Star Valdez Refinery and Valdez Marine Terminal. Every 24 hours the data is compiled and transmitted to Anchorage.

The first page of the attachment, known as the OMH-2A report, shows the daily ending volume (measured in barrels) in the tanks at Pump Station 1, as well as the daily tankage change. The output number (reflected in the "Output" column) either adds or subtracts the tankage change to the total metered volume from the Producers to determine the actual volume which entered the pipeline.

The second page of the attachment, known as the OMH-3C report, shows the daily data pertaining to oil movements at Valdez. It reflects the volume (measured in barrels) that flows through the incoming meters from the pipeline and the volume loaded onto vessels by berth, together with (in the "Valdez Loadings" column) loadings from all berths.

DATE: 01/05/01  
DATA FOR DECEMBER, 2000

V A L D E Z O I L M O V E M E N T S  
H I S T O R Y C A L D A T A T A P U M P S T A T I O N V E I O U T P U T R E L I E F T A N K S T A T I O N S T A N K C H G  
DATE TANK 110 TANK 111 TANK 112 TANK 113 TANK 114 TANK 115 TANK 116 TANK 117 TANK 118 TANK 119 TANK 120 TANK 121 TANK 122 TANK 123 TANK 124 TANK 125 TANK 126 TANK 127 TANK 128 TANK 129 TANK 130 TANK 131 TANK 132 TANK 133 TANK 134 TANK 135 TANK 136 TANK 137 TANK 138 TANK 139 TANK 140 TANK 141 TANK 142 TANK 143 TANK 144 TANK 145 TANK 146 TANK 147 TANK 148 TANK 149 TANK 150 TANK 151 TANK 152 TANK 153 TANK 154 TANK 155 TANK 156 TANK 157 TANK 158 TANK 159 TANK 160 TANK 161 TANK 162 TANK 163 TANK 164 TANK 165 TANK 166 TANK 167 TANK 168 TANK 169 TANK 170 TANK 171 TANK 172 TANK 173 TANK 174 TANK 175 TANK 176 TANK 177 TANK 178 TANK 179 TANK 180 TANK 181 TANK 182 TANK 183 TANK 184 TANK 185 TANK 186 TANK 187 TANK 188 TANK 189 TANK 190 TANK 191 TANK 192 TANK 193 TANK 194 TANK 195 TANK 196 TANK 197 TANK 198 TANK 199 TANK 200

01	81,083	77,493	10,438	13.7	1,077,102	150,796	1,354
02	78,732	78,090	2,754	13.7	1,069,638	149,805	991
03	64,470	60,792	28,560	13.6	1,091,275	157,995	8,190
M/TOT	74,762	71,125	14,584	13.7	3,238,015	152,865	1,948
W/AVG					1,079,338		
04	38,597	34,977	61,688	12.8	1,078,679	147,436	10,559
05	37,685	34,256	1,633	13.9	1,035,035	154,523	7,087
06	38,315	34,834	1,208	14.0	1,036,718	161,621	7,098
07	39,701	36,206	2,768	13.9	1,021,124	157,766	3,856
08	42,798	39,204	6,095	14.1	1,028,678	154,044	3,721
09	47,790	44,393	10,181	14.1	1,036,598	161,289	7,246
10	80,016	77,024	64,857	14.2	992,541	144,090	17,199
M/TOT	46,415	42,985	4,540	13.9	7,229,373	154,395	1,986
W/AVG					1,032,768		
11	94,877	91,928	29,765	14.2	1,026,109	154,382	10,292
12	100,145	97,114	10,454	14.3	1,010,948	155,837	1,455
13	105,597	102,546	10,884	14.2	1,022,777	165,208	9,371
14	81,921	78,625	47,597	14.0	1,071,327	154,516	10,692
15	64,170	60,671	36,705	13.9	1,059,061	160,906	3,610
16	51,043	47,501	26,297	13.8	1,027,019	147,140	3,766
17	59,202	50,840	6,558	14.0	972,514	145,051	2,089
M/TOT	78,859	75,604	7,420	14.1	7,189,756	153,291	137
W/AVG					1,027,108		
18	66,729	63,672	25,299	13.8	990,285	153,323	8,272
19	75,036	71,678	16,312	13.7	997,818	161,196	7,872
20	91,433	88,106	32,825	13.8	1,016,125	148,059	13,136
21	95,398	92,036	7,896	13.8	1,037,219	145,115	2,944
22	82,136	88,710	60,588	13.8	1,096,537	142,962	2,153
23	44,006	40,363	36,478	13.7	1,069,242	138,237	4,725
24	42,030	38,414	3,924	13.9	1,038,108	147,156	8,919
M/TOT	68,109	64,711	3,623	13.8	7,245,334	148,007	301
W/AVG					1,036,048		
25	44,959	41,402	5,917	13.9	1,034,328	154,881	7,725
26	60,541	57,650	31,210	13.9	1,029,775	145,627	9,254
27	67,258	63,756	13,443	13.9	1,042,649	148,916	3,288
28	82,709	79,250	30,945	13.8	1,047,764	147,179	1,736
29	65,434	61,799	34,726	13.8	1,080,561	154,856	7,677
30	55,411	51,999	19,823	14.1	1,076,938	148,878	5,978
31	59,064	55,652	7,306	14.3	1,062,216	143,841	6,037
M/TOT	62,197	58,698	4,896	14.0	7,374,130	149,168	474
W/AVG					1,053,447		
32	64,947	61,528	1,752	13.9	32,276,607	151,375	268
M/TOT					1,041,181		
W/AVG					365,707,875		
Y/AVG					999,202		



## RCA Tariff Materials

# CORRECTED NOTICE OF TARIFF FILINGS BY TRANS ALASKA PIPELINE CARRIERS

The REGULATORY COMMISSION OF ALASKA gives notice that each of the seven Trans Alaska Pipeline System (TAPS) carriers has filed tariff revision(s) as listed below. The carriers request an effective date of January 1, 2001, for the filings.

CARRIER	REVISED RATES	QUALITY BANK
Amerada Hess Pipeline Corporation (Amerada)	TL75-300	TL74-300
BP Pipelines (Alaska) Inc. (BP)	TL78-311	TL79-311
Exxon Pipeline Company (Exxon)	TL94-304	TL93-304
Phillips Alaska Pipeline Corporation (Phillips)	TL82-310	TL83-310
Phillips Transportation Alaska, Inc. (PTAI)	TL76-301	TL77-301
Unocal Pipeline Company (Unocal)	TL89-312	TL88-312
Williams Alaska Pipeline Company (WAPCO)	TL74-308	TL75-308

Following is a summary of the presently assessed and the proposed intrastate tariff rates per barrel for general transportation of Sadlerochit, Kuparuk, Lisburne, and Endicott petroleum through the TAPS.

	Prudhoe Bay to North Pole		Prudhoe Bay to Valdez Marine Terminal		Prudhoe Bay to PetroStar Connection at Valdez	
	Present	Proposed	Present	Proposed	Present	Proposed
AMERADA (TL74-300)	\$1.52	\$2.08	\$2.55	\$3.40	\$2.53	\$3.38
BP (TL78-311)	\$1.61	\$1.61	\$2.61	\$3.54	\$2.59	\$3.52
EXXON (TL94-304)	\$1.96	\$2.18	\$3.22	\$3.58	\$3.20	\$3.57
PHILLIPS (TL82-310)	\$1.74	\$2.23	\$2.81	\$3.64	\$2.80	\$3.62
PTAI (TL76-301)	\$1.97	\$2.23	\$3.20	\$3.63	\$3.16	\$3.62
UNOCAL (TL89-312)	\$1.84	\$2.40	\$2.88	\$3.63	\$2.87	\$3.91
WAPCO (TL74-308)	\$1.86	\$2.14	\$3.02	\$3.48	\$3.01	\$3.48

All the carriers propose to decrease the Quality Bank Gravity Differential Value per Barrel from \$0.0194 to \$0.0167 per one-tenth degree API gravity.

Detailed information may be obtained from the TAPS carriers at the following addresses.


Amerade - c/o Albert S. Tabor, Jr., Vinson & Elkins L.L.P.,  
2300 First City Tower, 1001 Fannin Street, Houston, TX 77002-8760  
PTAI - 700 G Street, Rm 919 Anchorage, AK 99501  
BP - 900 East Benson Blvd., P.O. Box 190848, Anchorage, AK 99519-0848  
Exxon - P. O. Box 2220, Houston, TX 77252-2220  
Williams - Dorsey & Whitney LLP, 1031 W. 4<sup>th</sup> Ave., Suite 600, Anchorage, AK 99501  
Phillips - Guess & Rudd, 510 L Street, Suite 700, Anchorage, AK 99501  
Unocal - 909 W. 9<sup>th</sup> Street, Anchorage AK 99501

The Commission may approve a rate or classification which varies from those proposed. To the extent allowed by law, you may inspect the filings at the Commission's offices at 1016 West Sixth Avenue, Suite 400, Anchorage, Alaska 99501.

To comment on these filings, please file your comments by December 22, 2000, and include a statement that you've filed a copy of the comments with the TAPS carriers. If you need a special accommodation to make your comments, please contact Georgann Joy at 263-2107/TTY: 276-4533 by December 15, 2000.

DATED at Anchorage, Alaska, this 14th day of December, 2000.

REGULATORY COMMISSION OF ALASKA

  
G. Nanette Thompson  
Chair

December 1, 2000



The Regulatory Commission of Alaska  
1016 West 6<sup>th</sup> Avenue  
Suite 400  
Anchorage, Alaska 99501

RE: Williams Alaska Pipeline Company, L.L.C.  
Tariff Advice Letter No. 74-308

This letter is being included as a part of the State Volume - Application of Williams Alaska Pipeline Company L.L.C. ("WAPCO") for Renewal of the Trans-Alaska Pipeline System Right-of-Way and Associated Rights on Federal Land - Commercial Operation. This letter supplements the information contained on the previous page by stating that WAPCO's tariffs will be available for public inspection at Dorsey & Whitney LLP and at WAPCO's Tulsa office located at 1800 South Baltimore Avenue, 4<sup>th</sup> Floor, Tulsa, Oklahoma 74119.

Dear Commissioners:

In accordance with the Alaska Pipeline Commission Act and the regulations promulgated thereunder, and pursuant to provisions stipulated by the Alaska Public Utilities Commission, Williams Alaska Pipeline Company, L.L.C. submits an original and ten copies of the First Revised Sheet No. 7, canceling the Original Sheet No. 7 of its RCA Tariff No. 1, for filing with your office to become effective January 1, 2001.

First Revised Sheet No. 7 of Williams Alaska Pipeline Company, L.L.C.'s RCA Tariff No. 1 reflects a proposed rate increase for intrastate crude movements for Sadlerochit Petroleum, Kuparuk Petroleum, Lisburne Petroleum and Endicott Petroleum. This filing corresponds with the filing of F.E.R.C. Tariff No. 5. The proposed rates were calculated in accordance with TAPS Settlement Agreement (TSM), Article 1, Section 1-4, which was approved by the A.P.U.C. on October 29, 1993 in Order No. 41, Docket P-86-2.

Enclosed is Williams Alaska Pipeline Company, L.L.C.'s shipper list, a copy of F.E.R.C. Tariff No. 5, the 2001 TSM diskette of the proposed tariff calculation model, and a hard-copy print of the diskette sheets. The TSM diskette and hard-copy print of the diskette sheets are in a sealed envelope marked "CONFIDENTIAL pursuant to TAPS Settlement Agreement Section 1-7 and 3 AAC 48.040-.049".

In accordance with the provisions of 3AAC 43.200 (a), a copy of Williams Alaska Pipeline Company, L.L.C.'s tariffs will be available for public inspection at the offices of Dorsey & Whitney LLP 1031 W. 4th Ave., Suite 600, Anchorage, Alaska 99501 and 1800 South Baltimore Avenue, 4<sup>th</sup> Floor, Tulsa, Oklahoma 74119.

Williams Alaska Pipeline Company, L.L.C. has served notification of the tariff issuance on or before the issuance date to all shippers who have asked to be on the tariff subscription list.

Please date stamp the duplicate copy of this letter as received by the Commission and return in the enclosed stamped, self-addressed envelope at your earliest convenience. Any questions should be referred to Tina R. Granger at (918) 574-9015.

Very truly yours,  
Williams Alaska Pipeline Company, L.L.C.

A handwritten signature in dark ink, reading "Tina R. Granger". The signature is fluid and cursive, with the first name "Tina" being more prominent.

By: Tina Granger  
Manager, Pipeline Tariffs  
1800 S. Baltimore Avenue  
Tulsa, OK 74119

Enclosures

## FERC Tariff Materials

**F.E.R.C. No. 5**  
(cancels F.E.R.C. No. 3)

# **WILLIAMS ALASKA PIPELINE COMPANY, L.L.C.**

## **LOCAL TARIFF**

CONTAINING

## **RATES**

GOVERNING THE TRANSPORTATION

OF

**CRUDE PETROLEUM**

BY

**PIPELINE**

FILED  
OFFICE OF THE SECRETARY  
00 DEC -1 PM 4 16  
FEDERAL ENERGY  
REGULATORY  
COMMISSION

This tariff filing is made in compliance with Order Approving Settlement as to Settling Parties, Granting Application, and Remanding Proceedings as to Nonsettling Parties, issued October 23, 1985, in Docket Nos. OR78-1-036, 037 and 038 and Docket No. IS83-29-000.

Rates herein are governed by Rules and Regulations published in Williams Alaska Pipeline Company, L.L.C.'s Tariff F.E.R.C. No. 2, Supplements thereto and reissues thereof.

The rates named in this Tariff are expressed in Dollars per Barrel of 42 U.S. Gallons and are subject to change as provided by law.

The matter published herein will have no adverse effect on the quality of the human environment.

**ISSUED: December 1, 2000**

**EFFECTIVE: January 1, 2001**

Issued and Compiled by:  
Tina R. Granger, Manager  
Pipeline Tariffs  
WILLIAMS ALASKA PIPELINE COMPANY, L.L.C.  
1800 South Baltimore Avenue  
Tulsa, Oklahoma 74119  
(918) 574-9015

WAPCO, Tulsa, OK

LOCAL RATES			
(Rates in Dollars Per Barrel of 42 U.S. Gallons)			
[1] Increase. All Rates On This Page Are Increased.			
FROM	TO		RATES
Prudhoe, North Slope Borough, Alaska	City of Valdez, Alaska	Sadlerochit <sup>(1)</sup>	3.49
		Kuparuk <sup>(2)</sup>	3.49
		Lisburne <sup>(3)</sup>	3.49
		Endicott <sup>(4)</sup>	3.49

**APPLICATION OF RATES**

The rates named in this tariff are applicable only on Crude Petroleum delivered to Carrier at point of origin for trunk line transportation only, and no gathering service will be performed.

The rates named in this tariff are exclusive of any penalties which may be incurred pursuant to the terms of Rule 21, IV, and is exclusive of the amount to be collected for the Trans-Alaska Pipeline Liability Fund pursuant to the terms of Rule 22 of the Rules and Regulations published in Williams Alaska Pipeline Company, L.L.C.'s F.E.R.C. No. 2, supplements thereto, and successive reissues thereof.

**EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS:**

- (1) Sadlerochit applies to any Crude Petroleum delivered to Carrier from the Prudhoe Bay Field.  
 (2) Kuparuk applies to any Crude Petroleum delivered to Carrier from the Kuparuk Pipeline.  
 (3) Lisburne applies to any Crude Petroleum delivered to Carrier from the Lisburne Field.  
 (4) Endicott applies to any Crude Petroleum delivered to Carrier from the Endicott Pipeline.

F.E.R.C. .... Federal Energy Regulatory Commission  
 No. .... Number

[1] Increase

OFFICE OF THE SECRETARY FILED 00 DEC -1 PM 4: 16 FEDERAL ENERGY REGULATORY COMMISSION Supplement 1 to F.E.R.C. No. 2	
<b>WILLIAMS ALASKA PIPELINE COMPANY, L.L.C.</b>	
<b>LOCAL TARIFF</b>	
CONTAINING	
<b>RULES AND REGULATIONS</b>	
GOVERNING THE TRANSPORTATION	
OF	
<b>CRUDE PETROLEUM</b>	
BY	
<b>PIPELINE</b>	
This tariff filing is made in compliance with Order Approving Settlement in Federal Energy Regulatory Commission Docket No. IS98-3-000, et al.	
The matter published herein will have no adverse effect on the quality of the human environment.	
ISSUED: December 1, 2000	EFFECTIVE: January 1, 2001
Issued and Compiled by: Tina R. Granger, Manager Pipeline Tariffs WILLIAMS ALASKA PIPELINE COMPANY, L.L.C. 1800 South Baltimore Avenue Tulsa, Oklahoma 74119 (918) 574-9015 WAPCO, Tulsa, OK	

RULE	SUBJECT	RULES AND REGULATIONS
23-A cancels 23	Quality Adjustments	<p>Shippers shall be debited and/or credited for all adjustments as provided for in this Item with respect to all Petroleum shipped. The calculation of Shipper's debits and credits shall be made for each month as required herein. The credit and debit balances for each accounting shall be adjusted among Shipper and all shippers in TAPS by collecting funds from those shippers (including Shipper, if applicable) having debit balances and by thereafter remitting funds collected to the shippers (including Shipper, if applicable) having credit balances. In the event of delay in collection or inability to collect from one or more shippers for any reason, only adjustment funds and applicable interest charges actually collected shall be distributed <i>pro rata</i> to shippers having credit balances. A Monthly accounting shall be rendered to Shipper after the end of each Month.</p> <p>(A) Methodology</p> <p>Shipper authorizes Carrier or its designee to compute adjustments among all shippers in TAPS for quality differentials arising out of TAPS common stream operation. Shipper agrees to pay Carrier or its designee the adjustment due from Shipper determined in accordance with the procedure set out in this Item.</p> <p>The procedures for making Quality Bank calculations and determining Quality Bank adjustments among shippers are specified in detail in this Item, as supplemented by the TAPS Quality Bank Methodology set forth in Carrier's Tariff F.E.R.C. No. 4, supplements thereto, and successive issues thereof, which are incorporated herein by reference.</p> <p>As prescribed in the TAPS Quality Bank Methodology, at the close of each Month, Carrier or its designated Quality Bank Administrator shall compute adjustments calculated as follows:</p> <ol style="list-style-type: none"> <li>1. Pump Station No. 1 Adjustment - an adjustment based on the difference between the Quality Bank Value of Pump Station No. 1 Base Petroleum during a Month and the Quality Bank Value of Petroleum received into TAPS at Pump Station No. 1 for a Shipper during the same Month shall be calculated as follows: <ol style="list-style-type: none"> <li>(i) the Quality Bank Value per Barrel of each stream received into TAPS at Pump Station No. 1 during the Month for a Shipper shall be determined by summing the Quality Bank Values of each component of one Barrel of that stream as determined in accordance with the TAPS Quality Bank Methodology.</li> <li>(ii) the Quality Bank Value per Barrel of the Pump Station No. 1 Base Petroleum for the Month shall be determined by multiplying the Quality Bank Value per Barrel of each stream received into TAPS at Pump Station No. 1 during that Month by the number of Barrels of that stream received into TAPS at Pump Station No. 1 during that Month, summing the products so obtained and dividing the total by the number of Barrels of Petroleum received into TAPS at Pump Station No. 1 during that Month.</li> <li>(iii) if the Quality Bank Value per Barrel of the Pump Station No. 1 Base Petroleum for any Month is greater than the Quality Bank Value per Barrel of a stream of Petroleum received into TAPS at Pump Station No. 1 during the same Month for a Shipper, such Shipper shall be debited an amount calculated by multiplying such difference by the number of Barrels of such Petroleum received into TAPS for such Shipper at Pump Station No. 1 during that Month.</li> <li>(iv) if the Quality Bank Value per Barrel of Pump Station No. 1 Base Petroleum for any Month is less than the Quality Bank Value per Barrel of a stream of Petroleum received into TAPS at Pump Station No. 1 during the same Month for a Shipper, such Shipper shall be credited an amount calculated by multiplying such difference by the number of Barrels of such Petroleum received into TAPS for such Shipper at Pump Station No. 1 during that Month.</li> </ol> </li> <li>2. Connection Adjustment - An adjustment based on the difference between the Quality Bank Value of any Connection Base Petroleum during a Month and the Quality Bank Value of a Shipper's Petroleum commingled at that Connection during the same Month shall be calculated as follows: <ol style="list-style-type: none"> <li>(i) the Quality Bank Value per Barrel of a Shipper's Petroleum commingled at a Connection during the Month shall be determined by summing the Quality Bank Values of each component of one Barrel of that Petroleum as determined in accordance with the TAPS Quality Bank Methodology.</li> <li>(ii) the Quality Bank Value per Barrel of any Connection Base Petroleum for the Month shall be the Weighted Average Quality Bank Value of (1) the Petroleum entering TAPS at a Connection during the Month and (2) the Petroleum in TAPS just upstream of the point of entry into TAPS at that Connection during the Month</li> <li>(iii) if the Quality Bank Value per Barrel of any Connection Base Petroleum for any Month is greater than the Quality Bank Value per Barrel of a Shipper's Petroleum commingled at that Connection during the same Month, such Shipper shall be debited an amount calculated by multiplying such difference by the number of Barrels of such Shipper's Petroleum commingled at that Connection during that Month.</li> <li>(iv) if the Quality Bank Value per Barrel of any Connection Base Petroleum for any Month is less than the Quality Bank Value per Barrel of a Shipper's Petroleum commingled at that Connection during the same Month, such Shipper shall be credited an amount calculated by multiplying such difference by the number of Barrels of such Shipper's Petroleum commingled at that Connection during that Month.</li> </ol> </li> </ol>

WAPCO - Supplement 1 to F.E.R.C. No. 2 - Page 2 of 4

RULE	SUBJECT	RULES AND REGULATIONS
23-A cancels 23 (cont'd)	Quality Adjustments (continued)	<p>3. Valdez Terminal Gravity Adjustment - An adjustment based on the difference between the Weighted Average Gravity of the Valdez Terminal Base Petroleum and the Weighted Average Gravity of Petroleum received out of the Valdez Terminal by a Shipper shall be calculated as follows:</p> <p>(i) if the Weighted Average Gravity of the Valdez Terminal Base Petroleum for any Month is greater than the Weighted Average Gravity of Petroleum received out of the Valdez Terminal during the same Month by a Shipper, such Shipper shall be credited an amount calculated by multiplying such difference by the Gravity Differential Value Per Barrel and multiplying that total by the number of Barrels of such Petroleum received out of the Valdez Terminal during that Month by such Shipper.</p> <p>(ii) if the Weighted Average Gravity of the Valdez Terminal Base Petroleum for any Month is less than the Weighted Average Gravity of Petroleum received out of the Valdez Terminal during the same Month by a Shipper, such Shipper shall be debited an amount calculated by multiplying such difference by the Gravity Differential Value Per Barrel and multiplying that total by the number of Barrels of such Petroleum received out of the Valdez Terminal during that Month by such Shipper.</p> <p>(iii) [W]Beginning January 1, 2001, the Gravity Differential Value Per Barrel is established at [D]\$0.0167 for each one-tenth degree API Gravity (0.1° API).</p> <p>(B) Transition Period</p> <p>There will be a transition period between December 1, 1993 and the date that Carrier is prepared to implement the new methodology specified in the TAPS Quality Bank Methodology. There will therefore be an adjustment for such transition period. The method for accomplishing this adjustment is set forth in Section II of the TAPS Quality Bank Methodology, which is incorporated herein by reference.</p> <p>(C) General Provisions</p> <p>In addition to the adjustments described in this Item, Shipper agrees to pay Carrier or its designee a per Barrel charge to reimburse Carrier for the costs of administering the adjustments among shippers under this Item.</p> <p>In the event any payment is made to Shipper hereunder and it is subsequently determined by any Federal or state court, administrative agency or other governmental entity having jurisdiction that no other shipper was liable for the adjustment for which payment was made, Shipper receiving such payment shall upon receipt of an accounting from Carrier return the same to Carrier or its designee. Carrier shall promptly utilize same to reimburse all shippers who made such payments.</p> <p>All payments due from Shipper under this Item shall be made by Shipper within 20 days of receipt of each accounting and, for any delay in payment beyond such 20 day period, shall bear interest calculated at an annual rate equivalent to 125% of the prime rate of interest of Citibank N.A. of New York, New York, on ninety-day loans to substantial and responsible commercial borrowers as of the date of accounting.</p> <p>If Shipper fails to make payment due hereunder within 30 days of issuance of each accounting, Carrier shall have the right to sell at public auction either directly or through an agent at any time after such 30 day period any Petroleum of Shipper in its custody. Such auction may be held on any day, except a legal holiday, and not less than 48 hours after publication of notice of such sale in a daily newspaper of general circulation published in the town, city or general area where the sale is to be held, stating the time and place of sale and the quantity and location of Petroleum to be sold. At said sale, Carrier shall have the right to bid, and, if it is the highest bidder, to become the purchaser. From the proceeds of said sale, Carrier will deduct all payments due and expenses incident to said sale, and the balance of the proceeds of the sale remaining, if any, shall be held for whomsoever may be lawfully entitled thereto.</p> <p>Carrier and its designee are authorized by Shipper to receive through measurement, connecting carriers or otherwise all information and data necessary to make the computations under this Item. Shipper will furnish Carrier or its designated Quality Bank Administrator, and consents to Carrier or its designated Quality Bank Administrator acquiring from other carriers or other persons, any additional information and data necessary to make the computations under this Item. Shipper also consents to Carrier or its agents disclosing to the designated Quality Bank Administrator all information and data necessary to make the computations under this Item.</p> <p>The name and address of Carrier's designated Quality Bank Administrator will be made available upon written request to Carrier.</p> <p>Adjustment payments and administrative costs in this Item are not a part of Carrier's transportation tariff rates, and such shall not be an offset or other claim by Shipper against sums due Carrier for transportation or other charges, costs, or fees due or collected under Carrier's tariffs.</p>

**Explanation of Abbreviations and Reference Marks:**

<b>WAPCO</b>	Williams Alaska Pipeline Company, L.L.C.
<b>[D]</b>	Decreased
<b>[W]</b>	Wording Change Only

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FEDERAL ENERGY REGULATORY COMMISSION		<b>F.E.R.C. No. 2</b> (cancels F.E.R.C. No. 21 Mobil Alaska Pipeline Company series)
03 AUG 18 PM 3:52		
<b>WILLIAMS ALASKA PIPELINE COMPANY, L.L.C.</b>		
<b>LOCAL TARIFF</b>		
CONTAINING		
<b>RULES AND REGULATIONS</b>		
GOVERNING THE TRANSPORTATION		
OF		
<b>CRUDE PETROLEUM</b>		
BY		
<b>PIPELINE</b>		
The Rules and Regulations have been brought forward unchanged except for minor changes that are noted from Mobil Alaska Pipeline Company's F.E.R.C. Tariff No. 21, in accordance with Williams Alaska Pipeline Company, L.L.C.'s Adoption Notice F.E.R.C. Tariff No. 1.		
Issued under authority of 18 CFR 341.6 (c).		
Issued on 13 days' notice under authority of 18 CFR 341.14. This tariff publication is conditionally accepted subject to refund pending a 30-day review period.		
The matter published herein will have no adverse effect on the quality of the human environment.		
<b>ISSUED: August 18, 2000</b>		<b>EFFECTIVE: September 1, 2000</b>
Issued and Compiled by: Tina R. Granger, Manager Pipeline Tariffs WILLIAMS ALASKA PIPELINE COMPANY, L.L.C. 1800 South Baltimore Avenue Tulsa, Oklahoma 74119 (918) 574-9015		

WAPCO, Tulsa, OK

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RULE	SUBJECT	RULES AND REGULATIONS
1	Definitions	<p>"Actual Arrival Time" means the Valdez, Alaska, local time that a vessel communicates to Carrier and/or Operator the vessel's readiness to commence loading after entering the Prince William Sound Vessel Traffic Service Area or an area subsequently designated.</p> <p>"API Gravity" means gravity determined in accordance with ASTM Designation D-287-67 (API-2544) or latest revisions thereof.</p> <p>"Barrel" means a barrel of forty-two (42) gallons, United States measurement at sixty degrees (60°) Fahrenheit and zero pounds per square inch gauge pressure.</p> <p>"Calculation Period" means the period beginning on the Nomination Deadline and ending on the Pipeline Scheduling Deadline.</p> <p>"Carrier" means and refers to [W]Williams Alaska Pipeline Company, L.L.C. and/or other pipeline companies which may, by proper concurrence, be parties to joint tariffs incorporating these Rules and Regulations by specific reference.</p> <p>"Carrier Business Day" means a regularly scheduled work day for Carrier's scheduling department.</p> <p>"Carrier's Oil Movement Coordinator" means person or persons located at [W]One Williams Center, Tulsa, Oklahoma 74101, telephone number (918) 573-3267, who schedules and coordinates Carrier's oil movements on the Trans Alaska Pipeline System.</p> <p>"Carrier's System" means the Carrier's undivided interest in the System.</p> <p>"Consignee" means anyone to whom Crude Petroleum transported under this tariff is consigned when delivered out of the System.</p> <p>"Crude Petroleum" means unrefined liquid hydrocarbons including gas liquids.</p> <p>"Day" means the period of time commencing at 0000 hours on one day and running until 2400 hours on the same day according to Valdez, Alaska, local time.</p> <p>"Lifting Schedule" means the schedule of vessels and liftings prepared by Carrier and/or Operator.</p> <p>"Month" means the period of time commencing at 0000 hours on the first Day of the calendar month and ending at 2400 hours on the last Day of that calendar month according to Valdez, Alaska, local time.</p> <p>"New Shipper" means any Shipper who is not a Regular Shipper.</p> <p>"Nomination" means an offer by a Shipper to Carrier of a stated quantity of Crude Petroleum for transportation from a specified origin or origins to a specified destination or destinations in accordance with these Rules and Regulations.</p> <p>"Nomination Deadline" means 1615 hours [W]Tulsa, Oklahoma local time on the ninth (9th) of each Month, or, if the ninth Day is not a Carrier Business Day, 1615 hours on the first Carrier Business Day thereafter.</p> <p>"100-Barrel-Mile Deliveries" means the sum of the product of the number of Barrels of Crude Petroleum delivered out of the System multiplied by the number of miles each such Barrel was transported, divided by 100.</p> <p>"Operator" means the contract operator engaged by Carrier to perform the physical operation and maintenance of the System.</p> <p>"Operator Business Day" means a regularly scheduled work Day for Operator's scheduling department.</p> <p>"Pipeline Scheduling Deadline" means 2400 hours on the 15th Day of the Month prior to the Month for which the Nomination is to be effective, or, if the 15th Day is not an Operator Business Day, 2400 hours on the first Operator Business Day thereafter.</p> <p>"Port Information Manual" means the manual governing the characteristics, required equipment and operation of vessels arriving to lift Crude Petroleum at Valdez, Alaska.</p> <p>"Proration Period" means the Month for which the capacity of Carrier's System must be allocated.</p> <p>"Regular Shipper" means any Shipper who nominates Crude Petroleum to Carrier in any of the twelve (12) most recent Proration Periods.</p> <p>"Revised Nomination" means a Nomination, Carrier receives after the Nomination Deadline.</p>

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RULE	SUBJECT	RULES AND REGULATIONS
1	Definitions (continued)	<p>"Scheduled Arrival Day" means the day stated in a Lifting Schedule that a vessel is scheduled to enter the Prince William Sound Vessel Traffic Service Area or an area subsequently designated.</p> <p>"Shipper" means the party who contracts with Carrier for transportation of Crude Petroleum under the terms of this tariff.</p> <p>"System" means the 800-mile, 48-inch Trans Alaska Pipeline System extending from PRUDHOE Bay on the Alaska North Slope to the Port of Valdez on the Southern coast of Alaska, together with related facilities and a marine terminal at the Port of Valdez, Alaska.</p> <p>"Week" or "Weekly" as used herein means seven consecutive Days commencing on Monday at 0000 hours and running until 2400 hours on the next succeeding Sunday according to Valdez, Alaska, local time.</p> <p>"Working Capacity" means the total capacity of all operational tanks at the Valdez marine terminal for the delivery of Crude Petroleum out of the System at Valdez, Alaska, between 2 feet 6 inches above the bottom of the tank shell and 3 feet 9 inches below the top of the tank shell, less the capacity, as determined by Carrier and/or Operator, required to receive the volume of Crude Petroleum which should be moved out of the pipeline to prevent the internal pressure in the pipeline from exceeding design limits in the event its operation should be shut down.</p> <p>"Working Inventory" means the total volume of Crude Petroleum in Working Capacity at any given time.</p> <p>"Year" means the period of time commencing at 0000 hours on January 1, and ending at 2400 hours on the next succeeding December 31 according to Valdez, Alaska, local time.</p>
2	Commodity	Carrier is engaged in the transportation of Crude Petroleum as defined in Rule 1, exclusively, and will not accept any other commodity for transportation. Carrier may make such tests of Crude Petroleum as it deems desirable.
3	Maintenance Of Identity	Crude petroleum will be accepted for transportation only on condition that it shall be subject to changes in gravity, quality, or characteristics while in transit as may result from the mixture with other Crude Petroleum in the System. Carrier shall be under no obligation to deliver the identical Crude Petroleum received, but may make delivery to Shippers out of common stock in Carrier's System.
4	Specifications	<p>(A) No Crude Petroleum will be received unless it is of acceptable character, gravity, viscosity, and pour point so that it will be readily susceptible to transportation through Carrier's existing facilities.</p> <p>(B) Carrier reserves the right to reject any Crude Petroleum for transportation if it contains more than thirty-five one hundredths of 1% (0.35%) by volume of basic sediment and water.</p> <p>(C) Carrier reserves the right to reject any and all Crude Petroleum having a temperature in excess of one hundred forty two degrees (142°) Fahrenheit, that has hydrogen sulfide (H<sub>2</sub>S) content in solution exceeding fifty parts per million (50 PPM) by weight, or that may result in the calculated combined stream of Crude Petroleum in the System at any given entry point in the System at any given time exceeding ten parts per million (10 PPM) hydrogen sulfide (H<sub>2</sub>S) content in solution by weight, or the vapor pressure of such combined stream exceeding the greater of atmospheric or 14.7 pounds per square inch absolute at receipt temperature.</p> <p>(D) Before any Crude Petroleum which is from a producing reservoir or processing plant from which Crude Petroleum has not previously been accepted for transportation, is Nominated for transportation, Shipper shall provide Carrier written notice thereof at least forty-five (45) Days prior to the date Shipper desires to commence shipment of such Crude Petroleum. Such notice shall include a suitable assay of the nominated Crude Petroleum in order for Carrier to determine whether Carrier's System has the ability to safely and efficiently handle and transport such Crude Petroleum.</p> <p>(E) If Crude Petroleum nominated for transportation differs materially in character from that being transported in Carrier's System, then it will be transported, if at all, only under such terms as Carrier and Shipper may agree. Carrier reserves the right to refuse to accept Crude Petroleum that would damage the System or cause damage to the commingled stream of a kind for which just and reasonable compensation cannot be obtained through the means described in Rule 23.</p>

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RULE	SUBJECT	RULES AND REGULATIONS
5	Measuring, Testing, Corrections And Deductions	<p>(A) Crude petroleum accepted by Carrier for transportation through the System and Crude Petroleum delivered from Carrier's System shall be measured and tested by a representative of Carrier prior to, or at the time of its receipt or delivery. Shipper and/or Consignee shall have the privilege of being present or represented at the measuring and testing. However, failure of Shipper or Consignee to have a representative present shall constitute a waiver, and Shipper or Consignee shall be bound by the measurements and tests.</p> <p>(B) Quantities will be measured by the use of Carrier-approved meters and/or mutually acceptable custody transfer facilities. When agreed by Carrier, quantities can be determined from correctly compiled tank tables on a one hundred percent (100%) volume basis and shall show the gross volume at the observed fluid temperature.</p> <p>(C) All shipments will be received and delivered with volumes corrected as to temperature from observed degrees Fahrenheit to sixty degrees (60°) Fahrenheit by use of applicable ASTM-IP correction tables or a mutually agreeable method of correction compatible with industry practices.</p> <p>(D) A centrifuge machine, or other methods agreed upon by Carrier, shall be used for ascertaining the percentage of basic sediment, water and other impurities in the shipment and the full amount of basic sediment, water and other impurities, thus determined, shall be deducted from the corrected volume. The net balance at sixty degrees (60°) Fahrenheit will be the quantity deliverable by Carrier to Shipper or Consignee and the transportation charges will be assessed in accordance therewith.</p>
6	Legality of Shipments	Carrier reserves the right to reject any and all Crude Petroleum nominated when Shipper or Consignee has failed to comply with all applicable laws, rules and regulations made by any governmental authorities regulating shipments of Crude Petroleum.
7	Title	<p>Carrier shall have the right to reject any Crude Petroleum when nominated for transportation which may be involved in litigation, or the title of which may be in dispute, or which may be encumbered by lien or charge of any kind, and it may require of Shipper satisfactory evidence of Shipper's perfect and unencumbered title or satisfactory indemnity bond to protect Carrier. By nominating Crude Petroleum Shipper warrants and guarantees that Shipper has good title thereto and agrees to hold Carrier harmless from any and all loss, cost, liability, damage and/or expense resulting from disputes, encumbrances or failure of title thereto; provided that acceptance for transportation shall not be deemed a representation by Carrier as to title.</p> <p>Carrier and/or Operator shall not account for any transfer of Crude Petroleum except as a ticket transaction at receipt and delivery points. Carrier will not recognize transfer of title to Crude Petroleum while in Carrier's System.</p>

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RULE	SUBJECT	RULES AND REGULATIONS
8	Scheduling of Pipeline and Apportionment	<p><b>I. Proration of Carrier's Estimated TAPS Capacity among Shippers</b></p> <p><b>(A) Purpose of Policy</b>  The purpose of this proration policy is to enable Carrier to comply with its statutory obligations as a Pipeline Common Carrier under Part I of the Interstate Commerce Act (49 U.S.C. SS1-26) during any month when the aggregate volume of crude oil which all Shippers desire to transport through Carrier's pipeline facilities exceeds its pipeline throughput capacity. This System is designed to allocate equitably capacity in Carrier's System among all Shippers desiring to ship crude oil through Carrier's System.</p> <p><b>(B) Nomination Procedure</b>  Nominations will be received and considered for acceptance if they conform in full to Carrier's Tariff Rules and Regulations. Nominations will be submitted by TELEX/TWX or facsimile transmittal equipment and be received no later than the Nomination Deadline. Nominations will Cover the coming Month, showing the average Barrels per Day volume Shipper desires to ship during that Month.</p> <p>Nominations will be reviewed for acceptance and proration following the Nominations Deadline. Shippers will be notified of their allocated space on or before the expiration of the Calculation Period.</p> <ol style="list-style-type: none"> <li>1. Prior to the due date for nominations in any given month, Carrier will notify its shippers of the daily pipeline capacity that is estimated by Alyeska to be available to Carrier for that month. Any prospective shipper seeking such information may obtain it upon request to Carrier's Oil Movement Coordinator identified in Rule No. 1 Definitions hereof.</li> <li>2. On the next successive business day following the closing date for nominations, or as soon thereafter as possible, Carrier will notify each shipper of the extent to which that shipper's nomination has been accepted.</li> </ol> <p>Nominations received after the Nominations Deadline will not be considered, unless capacity becomes available during the current Proration Period.</p> <p><b>(C) Revised Nominations</b></p> <ol style="list-style-type: none"> <li>1. Revised Nominations will not be considered, unless capacity becomes available during the current Proration Period or Carrier revises its tariff with less than nine (9) days' prior notice to the Nomination Deadline for the respective Revised Nomination period.</li> <li>2. Carrier may consider a Revised Nomination that increases the number of Barrels Shipper nominates to Carrier only after Operator determines that the additional Barrels are not nominated to another carrier. Carrier may consider a Revised Nomination that decreases the number of Barrels a prospective Shipper nominates to Carrier only after Operator determines that the Barrels Shipper proposes not to tender to Carrier are properly nominated to another carrier.</li> <li>3. A revised Nomination will be effective at 0000 hours Valdez, Alaska local time on the latter of <ol style="list-style-type: none"> <li>a) the Day Shipper proposes in its Revised Nomination and</li> <li>b) a Day that begins after four Operator Business Days have elapsed since the Carrier accepted the Revised Nomination.</li> </ol> </li> </ol>

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RULE	SUBJECT	RULES AND REGULATIONS
8	Scheduling of Pipeline and Apportionment (continued)	<p>(D) Proration Procedure</p> <ol style="list-style-type: none"> <li>1. If the total of all nominated volumes is less than the capacity of Carrier's TAPS space in the Proration Period, all nominations will be accepted in full.</li> <li>2. When nominated volumes for any Proration Period exceed the capacity of Carrier's System, then such capacity shall be allocated among shippers in that segment by the following procedure:             <ol style="list-style-type: none"> <li>a) Individual Shipper's nominated volumes will be limited to Carrier's adjusted estimated daily pipeline capacity for the Month being nominated.</li> <li>b) The Nomination volumes for each Regular Shipper and each New Shipper shall be totaled and divided into the capacity of Carrier's system. The resultant fraction will be the "proration factor".</li> <li>c) Each New Shipper shall be allocated capacity by multiplying its Nomination volumes times the proration factor.</li> <li>d) The remaining capacity shall be allocated among Regular Shippers by multiplying their Nomination volumes times the proration factor.</li> <li>e) In the event any Shipper(s) is (are) allocated more capacity than its (their) Nomination requirement, the excess of its (their) forecast(s) will be reallocated among all other Shippers in proportion to their unsatisfied requirements (i.e., each Shipper's Nomination minus initial allocation).</li> <li>f) Only good faith nominations will be accepted.</li> </ol> </li> <li>3. To penalize any inflation of Shippers' Nominations, a Shipper's capacity allocation for the next Proration Period will be reduced by the amount of allocated throughput not shipped in the Proration Period preceding the Calculation Period, except when in the sole opinion of Carrier such under shipment was beyond the reasonable control of the Shipper.</li> <li>4. To maintain equity among Shippers and to ensure equitable application of proration when proration shall be required, Carrier does not permit over-Nominating. Examples of over-Nominating include, without limitation, a Shipper offering more crude petroleum for transportation than that to which it has title or than it plans to ship, and a Shipper (whether individually or through the use of multiple related entities, or otherwise) offering crude petroleum in excess of Carrier's available capacity. Employment of schemes or devices to over-Nominate will be deemed to be grounds for rejection of the over-Nominating Shipper's entire Nomination for the Proration Period. When considering Nominations for acceptance or for acceptance and proration, Carrier reserves the right to revise, reduce or reject a Nomination if acceptance of Shipper's Nomination in the form provided would adversely affect the rights of other Shippers to equitable and fair treatment. Such adverse effect includes, but is not limited to, the following acts or omissions:             <ol style="list-style-type: none"> <li>a) Shipper fails upon request to demonstrate satisfactorily that it currently has unencumbered title to the crude petroleum being nominated;</li> <li>b) Shipper has failed to make timely payment for previous shipments;</li> <li>c) Shipper has previously withdrawn all or part of accepted Nominations from Carrier without consent of Carrier;</li> <li>d) Shipper has nominated the same crude petroleum currently being nominated to Carrier to another TAPS carrier or carriers and has been accepted provisionally or otherwise or is being considered for acceptance provisionally or otherwise by another carrier or carriers;</li> <li>e) Shipper, individually or through the use of multiple related entities, Nominates crude oil in excess of the capacity of Carrier's system;</li> <li>f) Shipper declines to provide without exclusion or limitation certification of compliance with Carrier's Rules and Regulations. The form of the required certification shall be communicated to Shippers by Carrier; and/or</li> <li>g) Shipper has failed (unless such failure is because of reasons beyond Shipper's control) to provide Carrier with all required information in a timely manner.</li> </ol> </li> <li>5. A Shipper may not nominate the same Barrels of Crude Petroleum to Carrier and to another carrier. If, as of the Pipeline Scheduling Deadline, the Operator determines that Carrier has accepted Barrels of Crude Petroleum for the coming Month that another carrier has also accepted for that Month, Carrier will reduce such Shipper's Nomination to Carrier by the number of Barrels that Carrier accepted that were also accepted by the other carrier. Carrier will notify such Shipper of such reduction.</li> <li>6. No party shall deliver to the System Crude Petroleum that has not been nominated to and accepted by Carrier or another carrier. If, as of the Pipeline Scheduling Deadline, there is Crude Petroleum scheduled to be delivered to the System in the coming Month that has not been nominated to and accepted by Carrier or another carrier, the Operator will notify the owner of such Crude Petroleum at least one Operator Business Day before the deadline for nominating such Crude Petroleum to Carrier or another carrier. If, notwithstanding Operator's notice, the Crude Petroleum is not nominated, but is delivered to the System, such Crude Petroleum shall be deemed to be the property of Carrier and the other carriers.</li> </ol>

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RULE	SUBJECT	RULES AND REGULATIONS
8	Scheduling of Pipeline and Apportionment (continued)	<p>7. If, subsequent to acceptance of Nominations, Carrier's capacity in TAPS is increased or decreased for any reason, then Carrier will advise all its Shippers of such change and will review Nominations for such change.</p> <p>(E) General</p> <p>In no event will any portion of an allocation granted to a Shipper be used in such manner that it will increase the allocation of another Shipper beyond what it is entitled to under this proration policy. Carrier may require written assurance from responsible officials of Shippers concerning use of allocated space stating that this requirement has not been violated. In the event any Shipper shall, by any device, scheme or arrangement whatsoever, make available to another shipper, or in the event any shipper shall receive and use any space from another Shipper through violation of this requirement, then the allocated space for both Shippers in the period next following discovery of the violation will be reduced to the extent of the excess space so made available or used.</p>
9	Application of Rates and Charges	<p>Crude Petroleum accepted for transportation shall be subject to the rates and charges in effect on the date of receipt of such Crude Petroleum by Carrier, irrespective of the date of the Nomination. Transportation and other lawful charges will be collected on the basis of net quantities of Crude Petroleum delivered. All net quantities will be determined in the manner provided under Rule 5.</p> <p>Upon Shipper's termination of shipments in Carrier's System, the withdrawal of Crude Petroleum provided by Shipper for line fill and tank bottoms shall be subject to the payment of Carrier's applicable rates and charges from the initial point of origin to destination in effect on the date of Shipper's withdrawal.</p>
10	Payment of Transportation and Other Charges	<p>Shipper or Consignee shall pay all applicable transportation and other lawful charges accruing on Crude Petroleum delivered to and accepted by Carrier for shipment, and if required shall pay or furnish guaranty of payment of same to Carrier before acceptance of shipment. All charges and fees shall be due upon delivery of Crude Petroleum to Shipper or Consignee at destination. Unless agreed to otherwise by the Carrier, payment of transportation and other invoices shall be by federal funds wire transfer in accordance with the instructions on the Carrier's invoice to Shipper or Consignee. Carrier shall have a lien on all Crude Petroleum received for transportation to secure the payment of any and all unpaid transportation and other charges that are due to Carrier by Shipper or Consignee, and may withhold from delivery any Crude Petroleum of Shipper or Consignee in Carrier's custody until all unpaid charges, fees, and other amounts owed Carrier have been paid.</p> <p>Carrier shall invoice Shipper or Consignee for transportation and other charges promptly following delivery of Crude Petroleum to Shipper or Consignee at destination. If such transportation and other charges remain unpaid ten (10) Days after the date of Carrier's invoice, such amounts shall from the date of delivery until paid bear interest calculated at an annual rate equivalent to 125% of the prime rate of interest as of the date of delivery charged by the Citibank N.A. of New York, New York on ninety (90) day loans to substantial and responsible commercial borrowers. If the invoice is not paid within thirty (30) days from the date of delivery or even in the absence of unpaid charges when there shall be a failure to schedule liftings or to take Crude Petroleum within seven (7) Days after the scheduled lifting or delivery date, as provided in Rule 21, Carrier shall have right, either directly or through an agent, to sell any Crude Petroleum of such Shipper or Consignee in its custody at public auction, on any day not a legal holiday, and not less than forty-eight (48) hours after a notice stating the time and place of such sale and the quantity, general description, and location of the Crude Petroleum to be sold has been published in a daily newspaper of general circulation in the town or city where the sale is to be held, and notice has been sent to Shipper or Consignee. Carrier may be a bidder and purchaser at such sale. Out of the proceeds of said sale, Carrier may pay itself all transportation, fees, demurrage, other lawful charges of said sale, Carrier may pay itself all transportation, fees, demurrage, other lawful charges and all expenses incident to the sale. The balance from said sale shall be held for whomsoever may be lawfully entitled thereto.</p> <p>If Shipper or Consignee is unable or refuses to schedule liftings or to lift Crude Petroleum shipments as they arrive at destination and that fact is determined by Carrier to be causing or significantly contributing to excessive fill of Carrier's share of Working Capacity, Carrier reserves the right to make whatever arrangements for disposition of the Crude Petroleum it deems appropriate in order to clear Carrier's System. Any expense incurred by Carrier in making such arrangements shall be borne by Shipper or Consignee, which charges are in addition to transportation and other lawful charges accruing to Shipper or Consignee.</p>
11	Liability of Carrier	<p>Carrier, while in possession of any Crude Petroleum, shall not be liable for any loss thereof, damage thereto, or delay caused by fire, explosion, earthquake, storm, flood, epidemics, acts of God, riots, war, sabotage, strikes, the authority of law, or an act or default of Shipper, or from any cause whatsoever, whether enumerated herein or not, except for loss occasioned by Carrier's sole negligence.</p>

RULE	SUBJECT	RULES AND REGULATIONS
11	Liability of Carrier (continued)	<p>All losses or gains of Crude Petroleum from or in Carrier's System, other than those occurring through the sole negligence of Carrier and/or Operator, shall be allocated by Carrier among Shippers at the end of each Month as follows:</p> <p>(a) The total amount of any loss or gain of Crude Petroleum in Carrier's pipeline exceeding 200 Barrels occasioned by or resulting from any single identifiable event shall be allocated among all Shippers in such proportion as the amount of each Shipper's Crude Petroleum received by Carrier into its pipeline during the Month bears to the total of all Crude Petroleum received by Carrier into its pipeline during the Month.</p> <p>(b) The total amount of any loss or gain of Crude Petroleum exceeding 200 Barrels occasioned by or resulting from any single identifiable event in Carrier's share of the Valdez marine terminal tankage shall be allocated among all shippers in such proportion that the amount of each Shipper's Crude Petroleum in custody of Carrier in Valdez marine terminal tankage at the beginning of the Day on which the loss or gain occurs bears to the total of all Crude Petroleum in custody of Carrier in Valdez marine terminal tankage at the beginning of that Day.</p> <p>(c) All other losses or gains of Crude Petroleum in Carrier's System or extractions from Crude Petroleum in Carrier's pump station topping plants shall be allocated to each Shipper in the proportion that the total 100-Barrel-Mile Deliveries for each Shipper by Carrier during the Month bears to the total of all 100-Barrel-Mile Deliveries for all Shippers by Carrier during the Month.</p>
12	Claims, Suits, and Time for Filing	<p>As a condition precedent to recover for loss, damage, or delay to shipments, claims must be filed in writing with Carrier within nine (9) months after delivery of the Crude Petroleum, or in the case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed; and suits arising out of such claims shall be instituted against Carrier only within two (2) years from the Nomination delivery, then within two (2) years after a reasonable time for delivery has elapsed. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Carrier will not be liable and such claims will not be paid.</p>
13	Duty of Carrier	<p>Carrier shall not be required to transport and/or deliver Crude Petroleum except with reasonable diligence, considering the quantity of Crude Petroleum, the distance of transportation, the safety of operation, and other material factors.</p>
14	Inhibitors	<p>Carrier reserves the right to inject or approve the injection of corrosion inhibitors and viscosity or pour point suppressants in the Crude Petroleum to be transported.</p>
15	Pipeage Contracts	<p>Separate pipeage contracts in accord with this tariff and these Rules and Regulations covering further details may be required by Carrier before any duty for transportation shall arise.</p>
16	Terminal and Privilege Rule	<p>Shipments transported under this tariff are entitled to such privileges and subject to such charges as are or shall be published by Carrier and as are lawfully in effect on date of shipment and lawfully on file with the Federal Energy Regulatory Commission as to interstate traffic, providing for reconsignment, storage, transit privileges, or any other privileges, charges or rules which in any way increase or decrease the amounts to be paid on any shipment transported under this tariff, or which increase or decrease the value of the service to Shipper.</p>
17	Destination Facilities	<p>Storage necessarily incident to and necessary for the transportation and delivery of Crude Petroleum on vessels, and only such storage, will be provided by Carrier at the Valdez marine terminal. Carrier will not store Crude Petroleum in Carrier's tanks for Shippers other than the minimum volumes reasonably required to load vessels properly sized in consideration of the volume of its shipment.</p>
18	Origin Facilities	<p>Carrier will provide such facilities at the origin point as it deems necessary for the operation of the System. Shipments will be accepted for transportation hereunder only when Shipper has provided facilities satisfactory to Carrier capable of delivering Crude Petroleum into the origin point at pressures and pumping rates required by Carrier.</p>
19	Minimum Nomination	<p>Nominations for transportation of Crude Petroleum will be accepted under this tariff in quantities of not less than ten thousand (10,000) Barrels from one Shipper consigned to one Consignee and destination. Crude Petroleum so nominated to Carrier for transportation will be received as currently available providing the total within a thirty (30) Day Period is not less than ten thousand (10,000) Barrels.</p> <p>Such deliveries may be made in less than ten thousand (10,000) Barrel amounts if two or more Shippers designate delivery to a common Consignee, and total delivery is at least ten thousand (10,000) Barrels.</p>

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RULE	SUBJECT	RULES AND REGULATIONS
[U] All Rates on this page remain Unchanged		
20	Obligation To Schedule Lifting	<p>Shippers must recognize that Carrier has limited tankage capacity at the Valdez marine terminal and that equitable and prudent utilization of such capacity by all Shippers is necessary to Carrier's ability to operate Carrier's System. Carrier reserves the right to refuse to accept Crude Petroleum nominated to Carrier for shipment unless Shipper demonstrates to Carrier's satisfaction that Shipper has made arrangements for lifting of such Crude Petroleum from the Valdez marine terminal in such quantities and at such times as will avoid subjecting Carrier to the threat of financial loss or impairing Carrier's ability to perform service as a carrier.</p>
21	Scheduling and Use of Valdez Terminal	<p><b>I. Scheduling of Lifting and Vessels</b></p> <p>Two (2) Weeks prior to commencement or recommencement of marine lifting of Crude Petroleum from the Valdez marine terminal, each Shipper shall advise Carrier in writing of Shipper's schedule of vessels that Shipper expects to call at the terminal during the four (4) Week period following the beginning of such liftings, and shall Weekly thereafter provide a Lifting Schedule for the ensuing four (4) Week period. The four (4) Week Lifting Schedules shall show for each vessel scheduled during the first Week of such schedule, and to the extent possible for the last three (3) Weeks, the volume to be lifted, vessel name, size, place of registry, and the Scheduled Arrival Day. All vessels scheduled by each Shipper and the party responsible for the vessel operation shall be able and must comply with the Port Information Manual.</p> <p>Shipper scheduling a vessel for liftings from the Valdez marine terminal shall be responsible for any and all port dues, tug charges, and pilotage expenses. Shipper shall also be liable for any demurrage charges assessed by the owner of any vessel scheduled by Shipper which is delayed at Valdez marine terminal irrespective of the cause of delay. Shipper will have no claim against Carrier for such demurrage charges.</p> <p><b>II. Preparation of Lifting Schedule</b></p> <p>Carrier and/or Operator will coordinate the Lifting Schedules for all Shippers lifting Crude Petroleum at Valdez marine terminal, and any conflict between Shipper's Lifting Schedules will be resolved in accordance with the rules under paragraph V. Assignment of Dock Space, below. After resolution of all conflicts, the Lifting Schedule then established will be provided each Shipper.</p> <p><b>III. Revisions of Lifting Schedule</b></p> <p>Shipper must request changes or vessel substitution in the established lifting schedule prepared by Carrier and/or Operator upon written notice to Carrier seven (7) Days in advance of scheduled lifting. Changes within such seven (7) Days may, be made, provided such changes or vessel substitution will not adversely affect any other Shipper's scheduled liftings, unless such other Shipper's prior written consent is obtained, and the changes or substituted vessel complies with the Port Information Manual.</p> <p>When a revision or change is made to the Lifting Schedule, Carrier and/or Operator will promptly notify all Shippers of the revised Lifting Schedule and the effective date of the revision.</p> <p><b>IV. Failure to Comply with Lifting Schedule</b></p> <p>(a) If at the beginning of any Day, the Working Inventory at Valdez marine terminal equals or exceeds 75% of Working Capacity, and Carrier's share of Working Inventory is in excess of Carrier's share of Working Capacity as a result of Shipper's failure to schedule adequate liftings or failure to lift for any reason the volume scheduled to be lifted, a penalty of twenty cents [U](20¢) per Day per Barrel for each excess Barrel above Carrier's Working Capacity will be charged as follows:</p> <p>(1.) Each Shipper failing to lift as scheduled or failing to lift for any reason to the extent that such failure to lift creates or aggravates the penalty situation shall bear a portion of the penalty equal to the product of its percentage share of excess Barrels times the penalty. Each Shipper's percentage share of excess Barrels is equal to the ratio of (a) its Barrels in excess of the product of its percentage of nominations times Carrier's share of Working Capacity to (b) all Shippers' Barrels in excess of the product of their percentage of nominations times Carrier's share of Working Capacity. "Percentage of nominations" is the ratio of a Shipper's monthly nominations to the Carrier for the period to all Shipper's monthly nominations to the Carrier for the period.</p>

RULE	SUBJECT	RULES AND REGULATIONS
[U] All Rates on this page remain Unchanged		
21	Scheduling and Use of Valdez Terminal (continued)	<p>(b) In calculating the penalty under (a) the number of excess Barrels at the beginning of any Day shall be reduced by: (1) the number of Barrels scheduled to be lifted by a vessel which has established an Actual Arrival Time at the beginning of any Day the penalty is applied, but is unable to dock because the passage through Prince William Sound or Valdez Arm is closed to shipping due to an event or condition not within the control of Shipper incurring the penalty, and (2) the number of Barrels scheduled to be lifted by a vessel which has docked but is unable to lift at the beginning of any Day due to any act or omission of Carrier and/or Operator or due to any local event or condition of general application not within control of Carrier and/or Operator, Shipper scheduling such vessel or any person responsible for the operation or control of such vessel which does or would prevent all vessels from loading.</p> <p><b>V. Assignment of Dock Space</b></p> <p>Vessels shall be assigned dock space by Carrier and/or Operator in the order of Actual Arrival Time provided that (i) adequate and appropriate inventories designated for lifting by such vessels have been established, and (ii) if in Operator's prudent judgment such prioritization will optimize System deliveries. Each vessel shall dock when and as instructed by Carrier and/or Operator. If any vessel is unable to dock when instructed, Carrier and/or Operator shall dock the next vessel waiting to be docked based on the order of dock assignment until the vessel that was unable to dock is able to dock.</p> <p><b>VI. Lifting Time</b></p> <p>After a vessel has been docked, it shall be allowed 24 hours, if the vessel is of two hundred twenty-five thousand (225,000) dead weight tons or less, or 30 hours, if the vessel is of greater than two hundred twenty-five thousand (225,000) dead weight tons, from the time that Carrier and/or Operator gives notice of readiness to commence either loading or deballasting within which to complete its lifting and release its last line from a mooring point at the dock. If any vessel fails to release its last mooring line before a specified departure time contained in a notice from Carrier and/or Operator (which specified departure time shall not be earlier than the end of such twenty-four (24) hour period, or thirty (30) hour period, nor earlier than four (4) hours after Carrier and/or Operator transmits such notice to the vessel), Shipper scheduling such vessel shall thereafter pay a penalty of Two Thousand Dollars (\$2,000) for each hour or part thereof such vessel remains at the dock, while such dock is required to load another vessel which has established an Actual Arrival Time. Any delay due to any act or omission of Carrier and/or Operator, or a local event or condition of general application (except mechanical equipment malfunction on the vessel) not within the control of Carrier and/or Operator, Shipper scheduling the vessel or any other person responsible for the operation or control of such vessel, which act, event or condition prevents the vessel from vacating the dock, shall be added to time a vessel is required to vacate the dock.</p> <p><b>VII. Written Notice of Supplemental Explanation</b></p> <p>Carrier may from time to time upon written notice to Shipper supplement by way of explanation the provisions hereinabove stated to cover specific circumstances.</p>
22	Trans-Alaska Pipeline Liability Fund	<p>Carrier shall, as required by the Trans-Alaska Pipeline Authorization Act (the Act), Title II of Public Law 93-158, collect a fee of five cents [U](5¢) per Barrel from Shipper or the owner of Crude Petroleum at the time it is loaded on a vessel at Valdez marine terminal to the extent and in the manner required by the Act and any regulations issued thereunder. Such collection shall be transferred forthwith to the Trans-Alaska Pipeline Liability Fund (the Fund) established by the Act. The collections shall cease when One Hundred Million Dollars (\$100,000,000) has been accumulated in the Fund, and it shall be resumed when the accumulation in the Fund falls below One Hundred Million Dollars (\$100,000,000). This fee shall be collected in addition to the tariff and other penalties charged for transporting Crude Petroleum through Carrier's System.</p>

RULE	SUBJECT	RULES AND REGULATIONS
23	Quality Adjustments	<p>Shippers shall be debited and/or credited for all adjustments as provided for in this Item with respect to all Petroleum shipped. The calculation of Shipper's debits and credits shall be made for each month as required herein. The credit and debit balances for each accounting shall be adjusted among Shipper and all shippers in TAPS by collecting funds from those shippers (including Shipper, if applicable) having debit balances and by thereafter remitting funds collected to the shippers (including Shipper, if applicable) having credit balances. In the event of delay in collection or inability to collect from one or more shippers for any reason, only adjustment funds and applicable interest charges actually collected shall be distributed <i>pro rata</i> to shippers having credit balances. A Monthly accounting shall be rendered to Shipper after the end of each Month.</p> <p><b>(A) Methodology</b></p> <p>Shipper authorizes Carrier or its designee to compute adjustments among all shippers in TAPS for quality differentials arising out of TAPS common stream operation. Shipper agrees to pay Carrier or its designee the adjustment due from Shipper determined in accordance with the procedure set out in this Item.</p> <p>The procedures for making Quality Bank calculations and determining Quality Bank adjustments among shippers are specified in detail in this Item, as supplemented by the TAPS Quality Bank Methodology set forth in Carrier's [W] Tariff F.E.R.C. No. 4, supplements thereto, and successive issues thereof, which are incorporated herein by reference.</p> <p>As prescribed in the TAPS Quality Bank Methodology, at the close of each Month, Carrier or its designated Quality Bank Administrator shall compute adjustments calculated as follows:</p> <p>1. Pump Station No. 1 Adjustment - an adjustment based on the difference between the Quality Bank Value of Pump Station No. 1 Base Petroleum during a Month and the Quality Bank Value of Petroleum received into TAPS at Pump Station No. 1 for a Shipper during the same Month shall be calculated as follows:</p> <ul style="list-style-type: none"> <li>(i) the Quality Bank Value per Barrel of each stream received into TAPS at Pump Station No. 1 during the Month for a Shipper shall be determined by summing the Quality Bank Values of each component of one Barrel of that stream as determined in accordance with the TAPS Quality Bank Methodology.</li> <li>(ii) the Quality Bank Value per Barrel of the Pump Station No. 1 Base Petroleum for the Month shall be determined by multiplying the Quality Bank Value per Barrel of each stream received into TAPS at Pump Station No. 1 during that Month by the number of Barrels of that stream received into TAPS at Pump Station No. 1 during that Month, summing the products so obtained and dividing the total by the number of Barrels of Petroleum received into TAPS at Pump Station No. 1 during that Month.</li> <li>(iii) if the Quality Bank Value per Barrel of the Pump Station No. 1 Base Petroleum for any Month is greater than the Quality Bank Value per Barrel of a stream of Petroleum received into TAPS at Pump Station No. 1 during the same Month for a Shipper, such Shipper shall be debited an amount calculated by multiplying such difference by the number of Barrels of such Petroleum received into TAPS for such Shipper at Pump Station No. 1 during that Month.</li> <li>(iv) if the Quality Bank Value per Barrel of Pump Station No. 1 Base Petroleum for any Month is less than the Quality Bank Value per Barrel of a stream of Petroleum received into TAPS at Pump Station No. 1 during the same Month for a Shipper, such Shipper shall be credited an amount calculated by multiplying such difference by the number of Barrels of such Petroleum received into TAPS for such Shipper at Pump Station No. 1 during that Month.</li> </ul>

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RULE	SUBJECT	RULES AND REGULATIONS
23	Quality Adjustments (continued)	<p>[U] All Rates on this page remain Unchanged</p>
		<p>2. Connection Adjustment - An adjustment based on the difference between the Quality Bank Value of any Connection Base Petroleum during a Month and the Quality Bank Value of a Shipper's Petroleum commingled at that Connection during the same Month shall be calculated as follows:</p> <p>(i) the Quality Bank Value per Barrel of a Shipper's Petroleum commingled at a Connection during the Month shall be determined by summing the Quality Bank Values of each component of one Barrel of that Petroleum as determined in accordance with the TAPS Quality Bank Methodology.</p> <p>(ii) the Quality Bank Value per Barrel of any Connection Base Petroleum for the Month shall be the Weighted Average Quality Bank Value of (1) the Petroleum entering TAPS at a Connection during the Month and (2) the Petroleum in TAPS just upstream of the point of entry into TAPS at that Connection during the Month</p> <p>(iii) if the Quality Bank Value per Barrel of any Connection Base Petroleum for any Month is greater than the Quality Bank Value per Barrel of a Shipper's Petroleum commingled at that Connection during the same Month, such Shipper shall be debited an amount calculated by multiplying such difference by the number of Barrels of such Shipper's Petroleum commingled at that Connection during that Month.</p> <p>(iv) if the Quality Bank Value per Barrel of any Connection Base Petroleum for any Month is less than the Quality Bank Value per Barrel of a Shipper's Petroleum commingled at that Connection during the same Month, such Shipper shall be credited an amount calculated by multiplying such difference by the number of Barrels of such Shipper's Petroleum commingled at that Connection during that Month.</p> <p>3. Valdez Terminal Gravity Adjustment - An adjustment based on the difference between the Weighted Average Gravity of the Valdez Terminal Base Petroleum and the Weighted Average Gravity of Petroleum received out of the Valdez Terminal by a Shipper shall be calculated as follows:</p> <p>(i) if the Weighted Average Gravity of the Valdez Terminal Base Petroleum for any Month is greater than the Weighted Average Gravity of Petroleum received out of the Valdez Terminal during the same Month by a Shipper, such Shipper shall be credited an amount calculated by multiplying such difference by the Gravity Differential Value Per Barrel and multiplying that total by the number of Barrels of such Petroleum received out of the Valdez Terminal during that Month by such Shipper.</p> <p>(ii) if the Weighted Average Gravity of the Valdez Terminal Base Petroleum for any Month is less than the Weighted Average Gravity of Petroleum received out of the Valdez Terminal during the same Month by a Shipper, such Shipper shall be debited an amount calculated by multiplying such difference by the Gravity Differential Value Per Barrel and multiplying that total by the number of Barrels of such Petroleum received out of the Valdez Terminal during that Month by such Shipper.</p> <p>(iii) Beginning July 1, 2000, the Gravity Differential Value Per Barrel is established at [U]\$0.01940 for each one-tenth degree API Gravity (0.1° API).</p> <p><b>(B) Transition Period</b></p> <p>There will be a transition period between December 1, 1993 and the date that Carrier is prepared to implement the new methodology specified in the TAPS Quality Bank Methodology. There will therefore be an adjustment for such transition period. The method for accomplishing this adjustment is set forth in Section II of the TAPS Quality Bank Methodology, which is incorporated herein by reference.</p> <p><b>(C) General Provisions</b></p> <p>In addition to the adjustments described in this Item, Shipper agrees to pay Carrier or its designee a per Barrel charge to reimburse Carrier for the costs of administering the adjustments among shippers under this Item.</p> <p>In the event any payment is made to Shipper hereunder and it is subsequently determined by any Federal or state court, administrative agency or other governmental entity having jurisdiction that no other shipper was liable for the adjustment for which payment was made, Shipper receiving such payment shall upon receipt of an accounting from Carrier return the same to Carrier or its designee. Carrier shall promptly utilize same to reimburse all shippers who made such payments.</p>

RULE	SUBJECT	RULES AND REGULATIONS
23	Quality Adjustments (continued)	<p>All payments due from Shipper under this Item shall be made by Shipper within 20 days of receipt of each accounting and, for any delay in payment beyond such 20 day period, shall bear interest calculated at an annual rate equivalent to 125% of the prime rate of interest of Citibank N.A. of New York, New York, on ninety-day loans to substantial and responsible commercial borrowers as of the date of accounting.</p> <p>If Shipper fails to make payment due hereunder within 30 days of issuance of each accounting, Carrier shall have the right to sell at public auction either directly or through an agent at any time after such 30 day period any Petroleum of Shipper in its custody. Such auction may be held on any day, except a legal holiday, and not less than 48 hours after publication of notice of such sale in a daily newspaper of general circulation published in the town, city or general area where the sale is to be held, stating the time and place of sale and the quantity and location of Petroleum to be sold. At said sale, Carrier shall have the right to bid, and, if it is the highest bidder, to become the purchaser. From the proceeds of said sale, Carrier will deduct all payments due and expenses incident to said sale, and the balance of the proceeds of the sale remaining, if any, shall be held for whomsoever may be lawfully entitled thereto.</p> <p>Carrier and its designee are authorized by Shipper to receive through measurement, connecting carriers or otherwise all information and data necessary to make the computations under this Item. Shipper will furnish Carrier or its designated Quality Bank Administrator, and consents to Carrier or its designated Quality Bank Administrator acquiring from other carriers or other persons, any additional information and data necessary to make the computations under this Item. Shipper also consents to Carrier or its agents disclosing to the designated Quality Bank Administrator all information and data necessary to make the computations under this Item.</p> <p>The name and address of Carrier's designated Quality Bank Administrator will be made available upon written request to Carrier.</p> <p>Adjustment payments and administrative costs in this Item are not a part of Carrier's transportation tariff rates, and such shall not be an offset or other claim by Shipper against sums due Carrier for transportation or other charges, costs, or fees due or collected under Carrier's tariffs.</p>
24	Line Fill and Tank Bottom Inventory	<p>Carrier may require each Shipper to provide a pro rata part of Carrier's share of Crude Petroleum necessary for pipeline fill, unavailable stocks below tank connections, and reasonable minimum quantities required for the efficient operation of the System. Crude Petroleum provided by Shipper for this purpose may be withdrawn from Carrier's System only with the prior approval of Carrier or after reasonable notice of Shipper's intention to discontinue shipment in Carrier's System pursuant to Carrier's applicable tariff.</p>
25	Rates Applicable from and to Intermediate Points	<p>Crude Petroleum received from a point on the System which is not named in tariffs making reference to this tariff but which point is intermediate to a point from which rates are published in tariffs making reference to this tariff, will be assessed the rate in effect from the next more-distant point published in the tariff making reference to this tariff. Crude Petroleum delivered to a point on the System which is not named in tariff making reference to this tariff but which point is intermediate to a point to which rates are published in tariffs making reference to this tariff, will be assessed the rate in effect to the next more-distant point published in the tariff making reference to this tariff.</p>
26	In Transit Shipments	<p>Crude Petroleum transported through the System from any origin point may be withdrawn from Carrier's System by Shipper at any established delivery point with the privilege of subsequently reforwarding all or portion of a like volume through Carrier's System to Valdez, Alaska, and loading on vessels, provided that:</p> <ol style="list-style-type: none"> <li>1. The applicable rate from the initial point of origin of the shipment to Valdez, Alaska, shall be paid upon withdrawal of such Crude Petroleum from Carrier's System or in advance thereof as required under Rule 10.</li> <li>2. The timing of redelivery of Crude Petroleum for further transportation to Valdez, Alaska, shall be such that the further transportation of Crude Petroleum occupies but does not exceed the space vacated in Carrier's System by withdrawal of the Crude Petroleum by the same Shipper under this tariff.</li> <li>3. Custody and possession of the Crude Petroleum upon withdrawal shall be that of Shipper, not of Carrier.</li> <li>4. Shippers availing themselves of these withdrawal and reforwarding privileges must keep complete and accurate records and permit inspection of such records by Carrier or Carrier's representative as necessary for the efficient supervision of such traffic.</li> </ol>
27	Connections to the Trans-Alaska Pipeline System	<p>Connections to the System will be allowed, in accordance with the Interstate Commerce Act and Title 18 of the Code of Federal Regulations applicable to common carrier pipeline companies and requirements in the instruments granting the right of way for the Trans Alaska Pipeline System, for the purpose of transporting Petroleum through the System. All Connectors must comply with the Trans Alaska Pipeline System Connection Guidelines. A copy of such Guidelines will be available on request to Carrier.</p>

**Explanation of Abbreviations and Reference Marks:**

<b>ASTM</b>	American Society for Testing Materials.
<b>IP</b>	Institute of Petroleum (Great Britain).
<b>WAPCO</b>	Williams Alaska Pipeline Company, L.L.C.
<b>[U]</b>	Unchanged
<b>[W]</b>	Wording Change Only
<b>[N]</b>	New

## Quality Bank Tariff Materials

Supplement No. 1 to F.E.R.C. No. 52 (Amerada)  
Supplement No. 1 to F.E.R.C. No. 23 (BP)  
Supplement No. 1 to F.E.R.C. No. 69 (ExxonMobil)  
Supplement No. 1 to F.E.R.C. No. 47 (Phillips)  
Supplement No. 1 to F.E.R.C. No. 4 (Phillips Transportation)  
Supplement No. 1 to F.E.R.C. No. 206 (Unocal)  
Supplement No. 1 to F.E.R.C. No. 4 (Williams)

**AMERADA HESS PIPELINE CORPORATION (AMERADA)  
BP PIPELINES (ALASKA) INC. (BP)  
EXXONMOBIL PIPELINE COMPANY (EXXONMOBIL)  
PHILLIPS ALASKA PIPELINE CORPORATION (PHILLIPS)  
PHILLIPS TRANSPORTATION ALASKA, INC. (PHILLIPS TRANSPORTATION)  
UNOCAL PIPELINE COMPANY (UNOCAL)  
WILLIAMS ALASKA PIPELINE COMPANY, L.L.C. (WILLIAMS)**

**LOCAL PIPELINE TARIFF**

CONTAINING THE TAPS  
QUALITY BANK METHODOLOGY

**GENERAL APPLICATION**

This tariff shall apply only to those tariffs which specifically incorporate this tariff, supplements to this tariff and successive issues hereof, by reference.

**SPECIAL PERMISSION REQUESTED**

Issued on nine days' notice under authority of 18 C.F.R. § 341.14. This tariff publication is conditionally accepted subject to refund pending a 30-day review period.

**NOTICES**

[W]

The decreases noted in Attachment 2A are made to comply with this Commission's Order Adopting Contested Settlement in Docket No. OR89-2-007, *et al.*, *Trans Alaska Pipeline System*, 81 F.E.R.C. ¶ 61,319 (1997), and the Alaska Public Utilities Commission's Order Adopting Federal Energy Regulatory Commission Order Approving Contested Settlement in Docket Nos. P-89-1, *et al.*, *In re Formal Complaint of Tesoro Alaska Petroleum Co.*, Order P-89-1(87) (1998).

For rules and regulations other than the TAPS Quality Bank Methodology tariff, see F.E.R.C. No. 41 (Amerada), F.E.R.C. No. 17 (BP), F.E.R.C. No. 6 (ExxonMobil), F.E.R.C. No. 35 (Phillips), F.E.R.C. No. 2 (Phillips Transportation), F.E.R.C. No. 189 (Unocal), F.E.R.C. No. 2 (Williams), supplements thereto and reissues thereof.

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

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ISSUED JANUARY 22, 2001

EFFECTIVE FEBRUARY 1, 2001

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Attachment 2A cancels Attachment 2

**ATTACHMENT 2A**

**COMPONENT UNIT VALUE PRICING BASIS**

**PROPANE (C<sub>3</sub>)**

United States Gulf Coast	United States West Coast
Platt's Mt. Belvieu, TX spot quote for Propane.	OPIS's (weekly) Los Angeles delivered spot quote for Propane.

**ISOBUTANE (iC<sub>4</sub>)**

United States Gulf Coast	United States West Coast
Platt's Mt. Belvieu, TX spot quote for Isobutane.	OPIS's (weekly) Los Angeles delivered spot quote for Isobutane.

**NORMAL BUTANE (nC<sub>4</sub>)**

United States Gulf Coast	United States West Coast
Platt's Mt. Belvieu, TX spot quote for Normal Butane.	OPIS's (weekly) Los Angeles delivered spot quote for Normal Butane.

**LIGHT STRAIGHT RUN (C<sub>5</sub> - 175°F)**

United States Gulf Coast	United States West Coast
Platt's Mt. Belvieu, TX spot quote for Natural Non-Dynergy.	OPIS's (weekly) Bakersfield delivered spot quote for Natural Gasoline.

**NAPHTHA (175° - 350°F)**

United States Gulf Coast	United States West Coast
Platt's U.S. Gulf Coast spot quote for Waterborne Naphtha.	Platt's U.S. Gulf Coast spot quote for Waterborne Naphtha.

**LIGHT DISTILLATE (350° - 450°F)**

[D]

United States Gulf Coast	United States West Coast
Platt's U.S. Gulf Coast spot quote for Waterborne Jet Kerosene 54 less 0.5283 cents per gallon.	Platt's U.S. West Coast spot quote for Waterborne Jet Fuel less 0.5283 cents per gallon.

[D]

**HEAVY DISTILLATE (450° - 650°F)**

[D]

United States Gulf Coast	United States West Coast
Platt's U.S. Gulf Coast spot quote for Waterborne No. 2 less 2.1126 cents per gallon.	Platt's U.S. West Coast spot quote for Waterborne Gasoil for October, 1999 less 0.9973 cents per gallon.

**GAS OIL (650° - 1050°F)**

United States Gulf Coast	United States West Coast
OPIS's U.S. Gulf Coast spot quote for barge High Sulfur VGO.	OPIS's U.S. Gulf Coast spot quote for barge High Sulfur VGO.

**RESID (1050°F and Over)**

[D]

United States Gulf Coast	United States West Coast
Platt's U.S. Gulf Coast spot quote for Waterborne No. 6 Fuel Oil 3.0% Sulfur less 4.7534 cents per gallon.	Platt's U.S. West Coast spot quote for Pipeline 380 cst at Los Angeles converted to \$/Bbl using 6.37 Bbl/MT less 4.7534 cents per gallon.

[D]

Explanation of symbols:

[D] Decrease

[W] Change in wording only

F.E.R.C. No. 52 (Amerada)  
(Cancels F.E.R.C. No. 51)  
F.E.R.C. No. 23 (BP)  
(Cancels F.E.R.C. No. 22)  
F.E.R.C. No. 69 (ExxonMobil)  
(Cancels F.E.R.C. No. 7)  
F.E.R.C. No. 47 (Phillips)  
(Cancels F.E.R.C. No. 45)  
F.E.R.C. No. 4 (Phillips Transportation)  
(Cancels F.E.R.C. No. 19 ARCO Transportation Alaska, Inc. series)  
F.E.R.C. No. 206 (Unocal)  
(Cancels F.E.R.C. No. 190)  
F.E.R.C. No. 4 (Williams)  
(Cancels F.E.R.C. No. 30 Mobil Alaska Pipeline Company series)

**AMERADA HESS PIPELINE CORPORATION (AMERADA)  
BP PIPELINES (ALASKA) INC. (BP)  
EXXONMOBIL PIPELINE COMPANY (EXXONMOBIL)  
PHILLIPS ALASKA PIPELINE CORPORATION (PHILLIPS)  
PHILLIPS TRANSPORTATION ALASKA, INC. (PHILLIPS TRANSPORTATION)  
UNOCAL PIPELINE COMPANY (UNOCAL)  
WILLIAMS ALASKA PIPELINE COMPANY, L.L.C. (WILLIAMS)**

## **LOCAL PIPELINE TARIFF**

**CONTAINING THE TAPS  
QUALITY BANK METHODOLOGY**

## **GENERAL APPLICATION**

This tariff shall apply only to those tariffs which specifically incorporate this tariff, supplements to this tariff and successive issues hereof, by reference.

## **SPECIAL PERMISSION REQUESTED**

Issued on less than one day's notice under authority of 18 C.F.R. § 341.14. This tariff publication is conditionally accepted subject to refund pending a 30-day review period.

## **NOTICES**

[W] This tariff is issued in part to comply with orders issued by the Regulatory Commission of Alaska ("RCA"), *In re Joint Application of Atlantic Richfield Co. and Phillips Petroleum Co.*, P-00-12(1) (July 26, 2000); *In re Application for Transfer of Certificate*, P-00-08(1) (June 20, 2000).

[W] For rules and regulations other than the TAPS Quality Bank Methodology tariff, see F.E.R.C. No. 41 (Amerada), F.E.R.C. No. 17 (BP), F.E.R.C. No. 6 (ExxonMobil), F.E.R.C. No. 35 (Phillips), F.E.R.C. No. 2 (Phillips Transportation), F.E.R.C. No. 189 (Unocal), F.E.R.C. No. 2 (Williams), supplements thereto and reissues thereof.

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

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ISSUED AUGUST 30, 2000

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EFFECTIVE SEPTEMBER 1, 2000

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**ISSUED BY**

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ATTACHMENT 5 - Quality Bank Calculation Example

## TAPS QUALITY BANK METHODOLOGY

### I. GENERAL PROVISIONS

#### A. Quality Bank Administrator

The TAPS Quality Bank shall be administered by the Quality Bank Administrator, who shall be appointed by the TAPS Carriers, and by those designated by the Quality Bank Administrator to assist the Administrator (hereinafter collectively referred to as the "Quality Bank Administrator").

#### B. Information Furnished to the State of Alaska

The Quality Bank Administrator shall furnish to the State of Alaska ("State") each month copies of the invoices for Quality Bank adjustments and supporting data sent to each shipper. Such information is furnished to the State based upon the State's representation that it will hold such information in confidence and that such information will be used only by officers or agents of the State in the exercise of the officers' or agents' powers.

### II. QUALITY BANK MONETARY ADJUSTMENTS ATTRIBUTABLE TO SHIPMENTS DURING THE TRANSITION PERIOD. This Section is cancelled.

### III. QUALITY BANK PROCEDURES

#### A. Overview

A distillation-based methodology shall be implemented at all Trans Alaska Pipeline System ("TAPS") Quality Banks (other than the TAPS Valdez Marine Terminal Quality Bank).

This methodology for calculation of the TAPS Quality Bank debits and credits is based on valuations of petroleum components. This methodology shall apply to the specific petroleum (as defined in the tariffs) streams identified in Sections III.B, III.C. and III.D. and also shall be applied to any streams tendered to TAPS through a new connection. The Quality Bank value of each petroleum stream shall be the volume-weighted sum of the Quality Bank values of its components. The characteristics and volumes of components for each separate petroleum stream are based on assay information obtained using a defined set of testing procedures as set forth in Section III.F. Quality Bank credits and debits are determined by comparing the Quality Bank value of each petroleum stream to the appropriate calculated TAPS "reference" stream Quality Bank value.

#### B. Quality Bank Streams at Pump Station No. 1 Quality Bank

1. The TAPS Pump Station No. 1 Quality Bank assesses the following four streams: (1) PBU IPA;<sup>1</sup> (2) Lisburne; (3) Endicott Pipeline; and (4) Kuparuk Pipeline.

2. The Pump Station No. 1 Quality Bank reference stream is the blended common stream leaving Pump Station No. 1. The reference stream Quality Bank value is calculated using the volume weighted average of the four Quality Bank streams identified above plus any streams tendered to TAPS through a new Pump Station No. 1 connection.

#### C. Quality Bank Streams at GVEA Quality Bank

1. The GVEA Quality Bank streams are the combined [W] Williams and Petro Star refinery return stream delivered to TAPS by the GVEA Pipeline and the passing TAPS common stream at the GVEA offtake point, both of which are measured at the GVEA connection.

<sup>1</sup> PBU IPA is the abbreviation for the Prudhoe Bay Unit Initial Participating Areas.

2. The GVEA Quality Bank reference stream is the blended TAPS stream immediately downstream from the GVEA return stream connection. The reference stream Quality Bank value is calculated using the volume weighted average of the GVEA Quality Bank streams identified above.

**D. Quality Bank Streams at Petro Star Valdez Refinery Connection Quality Bank**

1. The TAPS Petro Star Valdez Refinery ("PSVR") Connection Quality Bank streams are the refinery return stream delivered to TAPS by Petro Star and the passing TAPS common stream at the PSVR offtake point.

2. The Petro Star Valdez Quality Bank reference stream is the blended TAPS stream immediately downstream from the Petro Star return stream connection. The reference stream Quality Bank value is calculated using the volume weighted average of the two PSVR Quality Bank streams identified above.

**E. Methodology for Valdez Tanker Load Out Quality Bank**

1. A gravity-based Quality Bank methodology shall be used to determine the TAPS Quality Bank adjustments for volumes loaded out of the TAPS Marine Terminal at Valdez, Alaska.

2. The daily average six month gravity differentials posted for November 1 - April 30 and May 1 - October 31 for California and West Texas Sour crude oils, applicable to the range(s) of gravity which includes the average API gravity of the TAPS commingled stream at Valdez (sometimes referred to as "ANS"), shall be determined. The postings of the following companies shall be used for West Texas Sour crude oils: Amoco Production Company, Chevron Products Company, [W] Exxon Mobil Corporation, and [W] Equiva Trading Company. The postings of the following companies shall be used for California crude oils: [W] Equiva Trading Company, [W] Exxon Mobil Oil Corporation, Union 76 (Tosco Refining Company) and Chevron Products Company. In the event that any of the aforementioned companies is merged or acquired by other companies, sells assets or reorganizes, the postings of any successor companies shall be utilized. As long as at least two companies' gravity differentials are posted in each region (West Texas and California), the postings shall be averaged to determine the gravity differentials for that region.

3. The aforementioned six month average gravity differentials for the specified companies in each region shall be used to derive a simple average West Texas Sour differential and a simple average California differential.

4. The average West Texas Sour differential and the average California differential shall then be weighted by the percentage of ANS which is distributed east of the Rockies (including Puerto Rico and the Virgin Islands) and to the West Coast (including Hawaii), respectively, which percentages shall be determined by averaging for the most recent six-month period for which data are available the percentage distributed to each region as reported by the Maritime Administration of the United States Department of Transportation (or any successor government agency). Volumes exported from the United States shall be excluded from the calculation of the percentages distributed to each region.

5. In the event that ANS is transported by pipeline from the West Coast to destinations east of the Rockies, the weighting of the average differentials shall be adjusted to reflect the percentage of ANS actually distributed to such regions both by vessel and pipeline. If such data regarding the destination of ANS transported by pipeline are not publicly available from the Maritime Administration, or any other government agency, the Quality Bank Administrator shall determine the percentage of ANS distributed to such regions, provided, however, that any shipper may protest such determination by filing a complaint with the Quality Bank Administrator and thereafter filing an appropriate pleading with the FERC and [W] RCA if the complaint is not otherwise resolved.

6. The quality adjustment shall be reviewed each November and May, and shall be adjusted to the nearest hundredth of a cent per one-tenth degree API gravity per barrel whenever the amount of any change in the quality adjustment derived above is at least five (5) percent greater or five (5) percent less than the adjustment then in effect. The effective dates of any such adjustments shall be the following January 1 and July 1 respectively.

7. The quality differential in effect shall be applied to the difference in gravity (in API degrees @ 60° Fahrenheit) between the weighted average gravity of the petroleum delivered out of the Terminal during a calendar month and the weighted average gravity of petroleum received out of the Terminal by an individual shipper during such month.

**F. Methodology For Pump Station No. 1, GVEA Connection and PSVR Connection**

**1. Assay Methodology – Sampling Procedure**

Except as specified below, and except for the reference streams, each of the Quality Bank streams listed above (for Pump Station No. 1, GVEA, and PSVR Quality Banks) will be sampled by the Quality Bank Administrator using continuous monthly composite samplers on a flow rate dependent basis, and assays of these continuously collected samples shall be performed monthly by the Quality Bank Administrator.

**2. Assay Analysis Procedure**

a. Except as specified in paragraph b. below, the assays will include a true boiling point ("TBP") distillation and, as applicable, gas chromatograph analysis of each Quality Bank stream. Specifically, the TBP procedure will employ ASTM 2892 up to 650°F and ASTM 5236 for the 650 to 1050+°F range for the petroleum samples. The light ends (175°F minus) from the petroleum streams will be subject to a gas chromatograph analysis to determine the volumes of the propane ("C3"), Iso-butane ("iC4"), and normal butane ("nC4"), with the light straight run ("LSR") (sometimes referred to as natural gasoline) volume determined by difference between the total of the three components and the measured 175°F minus volume.

b. The specific gravities of C3, iC4, nC4 will be derived from GPA Standard 2145.

**3. Assay Data**

a. The following volume and quality data will be determined for each stream.

<u>Component</u>	<u>TBP Boiling Range °F</u>	<u>% Vol</u>	<u>Specific Gravity</u>
Propane (C3)		X	X
I-Butane (iC4)		X	X
N-Butane (nC4)		X	X
LSR	C5-175	X	X
Naphtha	175-350	X	X
Light Distillate	350-450	X	X
Heavy Distillate	450-650	X	X
Gas Oil	650-1050	X	X
Resid	1050+	X	X
Full Petroleum Stream			X

b. The total volume must add to 100% and the total component weighted mass must be checked against the mass of the full petroleum stream. These weight balances must be the same within calculation and assay precision. If the assay fails this threshold test of validity, a second assay shall be performed on the sample. An example of assay data required is presented in Attachment 1. These data are the basis for all calculations in this Quality Bank methodology. The Quality Bank operates on a calendar month basis, with the continuous samples retrieved for analysis on the last day of each month.

c. The Quality Bank Administrator shall investigate the validity of a sample if each of the following two tests is met.

(i) If one or more of an individual stream's reported component percentages for a month varies by more than the ranges indicated in the following table as compared to the prior month's assay.

**Variation in % of Stream  
Relative to Prior Month**

**Component**

Propane	± 0.1
I-Butane	± 0.1
N-Butane	± 0.25
LSR	± 0.5
Naphtha	± 1.0
Light Distillate	± 1.0
Heavy Distillate	± 1.0
Gas Oil	± 1.5
Resid	± 1.0

As an example, if a petroleum stream's heavy distillate volume percent is 23% for the prior month, a heavy distillate volume percent less than 22% or greater than 24% (exceeding the  $\pm 1\%$  range) shall cause the Quality Bank Administrator to check the second test.

(ii) The second test is whether the volume change in the specific component has resulted in a significant change in the stream's relative value when compared to the prior month's relative value using the prior month's prices. If the change results in a price movement of more than  $\pm 15\%$  per barrel, then the sample's validity must be investigated.

(iii) The Quality Bank Administrator shall ascertain from the tendering shipper(s) possible causes for the change in the stream's assay. The Quality Bank Administrator may have a second assay performed for the sample in question. The Quality Bank Administrator may decide that the first assay is valid, that the second assay is valid, or that the sample is invalid.

(iv) Should the Quality Bank Administrator determine that a sample is invalid, the last assay results accepted and used in the Quality Bank for the stream will be used instead of the invalid sample in the Quality Bank calculation.

**G. Component Unit Value Procedure**

1. Component unit values for the U.S. Gulf Coast and U.S. West Coast will be weighted by the percentage of ANS which is distributed east of the Rockies (including Puerto Rico and the Virgin Islands) and to the West Coast (including Hawaii), respectively. The placement data as reported by the Maritime Administration of the United States Department of Transportation (or any successor government agency), will be updated twice a year (in November and May) based on the most recently available six month history of ANS placements. The effective dates of such updated weighting shall be the following January 1 and July 1 respectively. Volumes exported from the United States shall be excluded from the calculation of the percentages distributed to each region.

2. In the event that ANS is transported by pipeline from the West Coast to destinations east of the Rockies, the price weighting shall be adjusted to reflect the percentage of ANS actually distributed to each region both by vessel and pipeline. If such data regarding the destination of ANS transported by pipeline are not publicly available from the Maritime Administration, or any other government agency, the Quality Bank Administrator shall determine the percentage of ANS distributed to such regions.

3. The product prices used to calculate component unit values are taken from the Platt's Oilgram Price Report ("Platt's") and the Oil Pricing Information Service ("OPIS") as set forth in Attachment 2. Prices will be collected for each day markets are open and published prices are available (each "quote day"). The calculated monthly average price will be the average of each quote day mid-point price for the month. These resulting monthly average prices (adjusted as shown in Attachment 2) are used to calculate component unit values each month.

4. [W] In January of each year the adjustments to the prices for Light Distillate, Heavy Distillate, and Resid shall be revised in accordance with changes in the Nelson-Farrar Index (Operating Indexes Refinery) published in the Oil & Gas Journal, by multiplying the adjustments in effect for the previous year by the ratio of (a) the average of the monthly indexes that are then available for the most recent 12 consecutive months to (b) the average of the monthly indexes for the previous (i.e., one year earlier) 12 consecutive months.

5. a. In the event that one of the product prices listed in Attachment 2 is no longer quoted in one of the two markets (West Coast or Gulf Coast), the price quoted for the product in the remaining market shall be used to value the entire component.

b. If both of the product prices listed in Attachment 2 for a component are no longer quoted or if the specifications or other basis for the remaining quotation(s) is radically altered, the Quality Bank Administrator shall notify the FERC, the [W] RCA and all shippers of this fact and propose an appropriate replacement product price, with explanation and justification. Comments may be filed with the FERC and [W] RCA within thirty days of the filing by the Quality Bank Administrator. If the FERC and [W] RCA take no action within sixty days of the filing, the replacement product price proposed by the Quality Bank Administrator will become effective as of the sixtieth day. [W] For the period between the time that quotation of a product price is discontinued or the specifications or other basis for a quotation is radically altered and the time that the Commissions approve the use of a replacement product price, the Quality Bank Administrator shall use as the unit value of the component in question the unit value for the last month for which a product price was available for such component.

6. For any particular month of Quality Bank calculations, the pricing data for the month of shipment will be used (i.e., the prices are current with the volumes and assay data).

#### **H. Quality Bank Stream Component Calculation Procedure**

After all volume, quality, and pricing data are collected, the Quality Bank Administrator will establish quality differentials for each stream identified in Sections III.B., III.C., and III.D.

#### **I. Quality Bank Calculations Procedure**

The assay data and calculation procedures required by this Methodology are summarized in the Attachments. The Attachments are for reference purposes only and are not intended to predict the impact of this procedure on any specific petroleum stream or any specific company. In the event of a conflict between the provisions of this Methodology as set forth above and the Attachments, the provisions of this Methodology shall control.

ATTACHMENT 1: Yield Data for Example Streams  
 ATTACHMENT 2: Component Unit Value Pricing Basis  
 ATTACHMENT 3: Example Component Unit Values in \$/Bbl  
 ATTACHMENT 4: Example Stream Values in \$/Bbl  
 ATTACHMENT 5: Quality Bank Calculation Example

#### **J. Unanticipated Implementation Issues**

This Methodology is intended to contain a comprehensive treatment of the subject matter. However, unanticipated issues concerning implementation of this Methodology may arise. If so, the Quality Bank Administrator is authorized to resolve such issues in accordance with the best understanding of the intent of the FERC and [W] RCA that the Quality Bank Administrator can derive from their orders regarding the Quality Bank methodology. The Quality Bank Administrator's resolution of any such issue shall be final unless and until changed prospectively by orders of the FERC and [W] RCA.

Explanation of Symbols: [W] Change in wording only.

31186 IDOC

**ATTACHMENT 1**  
**YIELD DATA FOR EXAMPLE STREAMS**

COMPONENT	DEFINITION	STREAM A	STREAM B	STREAM C
	BOILING RANGE ( °F)			
PROPANE (C <sub>3</sub> )	---	0.15	0.00	0.10
ISOBUTANE (iC <sub>4</sub> )	---	0.10	0.02	0.40
NORMAL BUTANE (nC <sub>4</sub> )	---	0.50	0.10	2.00
LSR	C5-175	4.50	3.50	6.00
NAPHTHA	175-350	13.50	11.00	5.50
LIGHT DISTILLATE	350-450	9.00	9.00	2.00
HEAVY DISTILLATE	450-650	21.00	22.00	16.00
GAS OIL	650-1050	31.25	30.38	41.00
RESID	1050+	20.00	24.00	27.00
TOTAL		100.00	100.00	100.00
EXAMPLE VOLUME, Thousand Barrels per Month		34,000	9,000	2,500

## ATTACHMENT 2

### COMPONENT UNIT VALUE PRICING BASIS

#### PROPANE (C<sub>3</sub>)

United States Gulf Coast	United States West Coast
Platt's Mt. Belvieu, TX spot quote for Propane.	OPIS's (weekly) Los Angeles delivered spot quote for Propane.

#### ISOBUTANE (iC<sub>4</sub>)

United States Gulf Coast	United States West Coast
Platt's Mt. Belvieu, TX spot quote for Isobutane.	OPIS's (weekly) Los Angeles delivered spot quote for Isobutane.

#### NORMAL BUTANE (nC<sub>4</sub>)

United States Gulf Coast	United States West Coast
Platt's Mt. Belvieu, TX spot quote for Normal Butane.	OPIS's (weekly) Los Angeles delivered spot quote for Normal Butane.

#### LIGHT STRAIGHT RUN (C<sub>5</sub> - 175°F)

United States Gulf Coast	United States West Coast
Platt's Mt. Belvieu, TX spot quote for Natural Non-Dynegy.	OPIS's (weekly) Bakersfield delivered spot quote for Natural Gasoline.

#### NAPHTHA (175° - 350°F)

United States Gulf Coast	United States West Coast
Platt's U.S. Gulf Coast spot quote for Waterborne Naphtha.	Platt's U.S. Gulf Coast spot quote for Waterborne Naphtha.

**LIGHT DISTILLATE (350° - 450°F)**

United States Gulf Coast	United States West Coast
Platt's U.S. Gulf Coast spot quote for Waterborne Jet Kerosene 54 less 0.4906 cents per gallon.	Platt's U.S. West Coast spot quote for Waterborne Jet Fuel less 0.4906 cents per gallon.

**HEAVY DISTILLATE (450° - 650°F)**

United States Gulf Coast	United States West Coast
Platt's U.S. Gulf Coast spot quote for Waterborne No. 2 less 1.9620 cents per gallon.	<b>[W]</b> Platt's U.S. West Coast spot quote for Waterborne Gasoil for October, 1999 less 0.9973 cents per gallon. See note below.

**GAS OIL (650° - 1050°F)**

United States Gulf Coast	United States West Coast
OPIS's U.S. Gulf Coast spot quote for barge High Sulfur VGO.	OPIS's U.S. Gulf Coast spot quote for barge High Sulfur VGO.

**RESID (1050°F and Over)**

United States Gulf Coast	United States West Coast
Platt's U.S. Gulf Coast spot quote for Waterborne No. 6 Fuel Oil 3.0% Sulfur less 4.4145 cents per gallon.	Platt's U.S. West Coast spot quote for Pipeline 380 cst at Los Angeles converted to \$/Bbl using 6.37 Bbl/MT less 4.4145 cents per gallon.

Explanation of symbols:      **[N]** New  
    **[W]** Change in wording only

**[N]** Note -- The West Coast Heavy Distillate unit value is effective November 1, 1999 pursuant to the FERC and RCA orders referenced on the cover.

**ATTACHMENT 3**  
**EXAMPLE COMPONENT UNIT VALUES IN \$/Bbl**

<b>COMPONENT NAME</b>	<b>WEST COAST (\$/Bbl)</b>	<b>GULF COAST (\$/Bbl)</b>	<b>WEIGHTED AVERAGE (\$/Bbl)</b>
Propane (C <sub>3</sub> )	19.7925	15.0442	19.68
Isobutane (iC <sub>4</sub> )	24.1238	18.4333	23.99
Normal Butane (nC <sub>4</sub> )	18.1125	18.4800	18.12
LSR (C <sub>5</sub> - 175°F)	18.5850	19.5854	18.61
Naphtha (175°F - 350°F)	21.3383	21.3383	21.34
Light Distillate(350°F - 450°F)	25.9817	22.9396	25.91
Heavy Distillate(450°F - 650°F)	23.0000	22.1112	22.98
Gas Oil (650°F - 1050°F)	20.8133	21.8133	20.84
Resid (1050°F and over)	14.6349	15.0000	14.64
WEIGHTING FACTOR	97.71	2.29	

**ATTACHMENT 4**  
**EXAMPLE STREAM VALUES IN \$/Bbl**

COMPONENT NAME	STREAM A	STREAM B	STREAM C
Propane (C3)	0.029520	0.000000	0.019680
Isobutane (iC4)	0.023990	0.004798	0.095960
Normal Butane (nC4)	0.090600	0.018120	0.362400
LSR (C5 - 175°F)	0.837450	0.651350	1.116600
Naphtha (175°F - 350°F)	2.880900	2.347400	1.173700
Light Distillate(350°F - 450°F)	2.331900	2.331900	0.518200
Heavy Distillate(450°F - 650°F)	4.825800	5.055600	3.676800
Gas Oil (650°F - 1050°F)	6.512500	6.331192	8.544400
Resid (1050°F and over)	2.928000	3.513600	3.952800
TOTAL	20.460660	20.253960	19.460540

ATTACHMENT 5  
QUALITY BANK CALCULATION EXAMPLE

QUALITY BANK REFERENCE STREAM VALUE CALCULATION

	VOLUME (MBPM)	VALUE (\$/Bbl)	TOTAL VALUE M\$/Month
STREAM A	34,000	20.460660	\$ 695.66
STREAM B	9,000	20.253960	\$ 182.29
STREAM C	2,500	19.460540	\$ 48.65
TOTAL: (REFERENCE STREAM)	45,500	20.364823 <sup>(1)</sup>	\$ 926.60

(1) Total value divided by total volume.

QUALITY BANK PAYMENT/RECEIPT CALCULATIONS

	<u>DIFFERENTIAL</u> <sup>(2)</sup>	<u>(MBPM)</u>	<u>PAYMENT OR RECEIPT</u> <u>(M\$/Month)</u> <sup>(3)</sup>
STREAM A	0.095837	34,000	\$ 3,258.47
STREAM B	(0.110863)	9,000	\$ (997.76)
STREAM C	(0.904283)	2,500	\$ (2,260.71)

(2) Stream value minus reference value.  
(3) Differential times volume.

# **Compliance**

## **Applicant's Compliance Summary Statement**

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# Applicant's Compliance Summary Statement

## **I. Introduction**

The Trans-Alaska Pipeline System (TAPS) is owned by six companies who have selected Alyeska Pipeline Service Company (Alyeska) as their common agent for the operation and maintenance of TAPS. Alyeska maintains compliance with the Federal Grant and State Lease requirements and with applicable laws and regulations through the institution of corporate policy, the application of systems and processes, and the employment and training of knowledgeable personnel. Separate and apart from Alyeska's compliance systems, there are numerous state and federal regulatory agencies that work to provide public assurance of compliance with TAPS requirements.

## **II. Alyeska's Corporate Policy**

Alyeska has implemented Corporate Policies that set standards for the actions of employees and contractors working on TAPS. Several of these policies are quoted below.

- Corporate Compliance Policy: "Alyeska Pipeline Service Company employees and its contractors will comply with all applicable laws and regulations, State and Federal Right-of-Way agreements, permits, other binding agency agreements or authorizations and with all our Policies."
- Corporate Environment Policy: "Alyeska Pipeline Service Company employees and its contractors will conduct business in a manner to protect and preserve the spectacular scenic beauty and sensitive ecosystems in which the Trans Alaska Pipeline System operates."
- Corporate Safety and Loss Prevention Policy: "Alyeska Pipeline Service Company will conduct its business in accordance with the highest transportation and petroleum industry safety standards."
- Corporate Employee Code of Conduct Policy: "Alyeska Pipeline Service Company employees and its contractors will conduct business operations in a manner that conforms to the highest ethical, moral and legal principles."

### **III. Alyeska's Compliance Systems and Processes**

Alyeska has a comprehensive collection of systems and processes that provide the framework for the compliance system. A fundamental premise of the program is the expectation and commitment to continuously improve these activities. The primary systems and components include: (a) the Alyeska Integrity Management System (AIMS), (b) the Quality Assurance Program (QA-36), (c) the Corporate Safety Program, (d) the Environmental Management System, (e) the Operations and Maintenance Programs, (f) the Alyeska Regulatory Compliance System (ARCS), (g) the Internal Audit Program, (h) the Training Program, and (i) the Employee Concerns Program.

(a) Alyeska Integrity Management System (AIMS). AIMS is a program used to document and communicate management's expectations for good business practices to be found in Alyeska's systems and processes. It is a tool for assessing the performance of management systems and integrating continuous improvement into those systems. There are several elements in AIMS, one of which is the Compliance Element. This element states: "Full compliance with all applicable regulatory, legal, and company requirements is a commitment of Alyeska Pipeline Service Company. Consequently, changes in laws and regulations must be reflected in facilities and operating practices to ensure ongoing compliance." Regular assessments of the status and effectiveness of systems are an integral part of AIMS.

(b) Quality Assurance Program (QA-36). Alyeska's Quality Assurance Program is for the purpose of preventing, detecting and abating actual or potential conditions adverse to quality. The Alyeska Quality Assurance Program is defined in the Quality Program Manual (QA-36) and attendant implementing procedures. Integral to this program, however, are other Alyeska programs, such as the environment and safety programs and the operations and maintenance-related programs discussed below. The Quality Assurance Program provides the management controls to implement corporate policy, including maintaining the safety and integrity of TAPS as specified in the Right-of-Way Grant and Lease agreements. The Quality Program includes regular assessment and surveillance activities, and tools such as the corrective action report (CARs) and non-conformance report (NCRs) which identify and track quality-related issues to appropriate resolution.

(c) Corporate Safety Program. Alyeska's Corporate Safety Program ensures Alyeska complies with federal, state and corporate requirements for fire, safety, industrial hygiene and health. The Corporate Safety Program utilizes a core manual referred to as SA-38 and knowledgeable personnel in numerous fields along with internal reviews, surveillances and inspections. The safety program at Alyeska is assessed using standard industry measures and safety inspections. In addition, accident and incident investigations are conducted as needed.

(d) Environmental Management System. Alyeska's Environmental Management System is defined in the Alyeska Annual Environmental Management Plan (Annual Business Plan) and the Environmental Management System Compliance Manual (EMS Compliance Manual). The Annual Business Plan is designed to provide for the allocation of personnel and resources to support the APSC Environmental Teams for that year. It includes the general responsibilities of the Environment Team, Alyeska's Environmental Policy and Values and the Strategic, Program and Financial Plans for the current year. The EMS Compliance Manual is a detailed compilation, by program such as air, water, waste and wildlife, of the environmental regulatory requirements applicable to TAPS, an identification of the work required to maintain compliance, and a road-map for the procedures or controls. It is also updated on an annual basis. The Alyeska Environmental Manual (EN-43) provides the details on how to meet state and federal requirements and includes the environmental safe operating procedures to ensure compliance with applicable federal and state requirements, including environmental permits and agency authorizations, and the Grant and Lease.

The Environment Team conducts environmental surveillance activities to support and facilitate the systematic evaluation of compliance with environmental requirements for the operation and maintenance of TAPS. The surveillance activities are performed to provide an accurate and timely assessment of compliance with environmental requirements, as well as the effectiveness of procedures to address the requirements. Environmental surveillances look both at controls (procedures, manuals, training, and systems) as well as point-in-time compliance (verification). Review of environmental performance also includes the performance of the contractors that work on TAPS for Alyeska.

These programs ensure Alyeska complies with applicable environmental stipulations and requirements and minimize environmental issues that could adversely affect health and safety; air and water quality; fish, wildlife and their habitats; and cultural resources.

(e) Operations and Maintenance Programs. There are several programs that provide the framework for the safe operation and maintenance of TAPS. Integral to these programs is the employment of qualified and knowledgeable personnel and the utilization of manuals that contain standards and procedures. The key manuals include: operations manuals for the mainline pipe and the fuel gas line (OM-1 and FG-78); the TAPS Controller Operating Manual (DO-14); the maintenance and repair manual for the right-of-way and the pipeline (MR-48); the Surveillance Manual for the mainline pipe and fuel gas line (MS-31); the System Integrity Monitoring Program Procedures (MP-166); the Maintenance System Manual (MP-167); the Design Basis Manual (DB-180); the TAPS Engineering Manual (PM 2001); the Pipeline Operating Procedures (PL-123); the Pipeline Oil Discharge Prevention and Contingency Plan (CP-35); and the Emergency Contingency Action Plan (EC-71).

A new manual, the Grant and Lease Manual (GL-2), is currently under development. This manual will provide a centralized location for requirements in the Grant and Lease and corresponding implementing processes and procedures.

(f) Alyeska Regulatory Compliance System (ARCS). ARCS is an internal intranet-based system designed to assist management and employees by providing a centralized listing of regulatory requirements applicable to the safe operation, maintenance, and modification of TAPS. It also lists the in-house regulatory specialists (approximately 42) and the implementing methods of compliance, such as the manuals, procedures, and training courses. ARCS is updated, as needed, based on information provided by in-house regulatory specialists.

(g) Internal Audit Program. The TAPS Internal Audit Program provides an objective assessment of TAPS business practices. Alyeska management is charged with ensuring that effective systems of sound financial, operational and management control of the organization are formulated and maintained. Internal Audit is a key part of the control environment as it works to evaluate systems, make recommendations and report on the adequacy and effectiveness of the system of internal control in place for all business activities of the Company.

An up-to-date register of audit opportunities, known as the audit registry, is maintained. Identifiable business activities are included in the register and are assigned an audit cycle of typically 2 to 4 years. Each year an audit plan is prepared, based on the registry and current concerns. The scope and frequency of each audit is determined by the exposure each area represents to TAPS.

The Audit group also serves as a point of contact for audits conducted by the TAPS Owners, public accountants and audits conducted by external agencies, such as the Bureau of Land Management.

(h) Training Program. Alyeska's training program is implemented through the use of computerized databases and knowledgeable training staff. The databases identify and track training requirements and certifications. There are four main categories of training: Regulatory-required, company-directed, technical and developmental. Each year there are approximately 100,000 hours of training provided for Alyeska employees and contractors. Each employee's annual performance is evaluated in part on the completion of the regulatory-required training.

(i) Employee Concerns Program (ECP). ECP is a program designed to give employees and contractors an opportunity to anonymously report safety, compliance and integrity concerns. ECP's duty is to evaluate and investigate the concerns or issues raised. Alyeska encourages and expects all employees to report compliance and safety issues or concerns. Alyeska has created various avenues for this reporting to occur. Alyeska's preference is for employees to raise concerns directly with their supervisors. If for whatever reason the employee is not comfortable doing so they may raise their concerns with other supervisors or managers, executive management, the ECP, or the Joint Pipeline Office.

#### **IV. Alyeska's Knowledgeable Personnel**

Alyeska employs personnel with knowledge or expertise in fields relevant to the operation and maintenance of TAPS. For example, there are individuals with knowledge in environmental subject matters areas such as air, water, and waste handling. There are also individuals with knowledge in technical subject matter areas such as valves, pipeline hydraulics and corrosion detection and prevention. These individuals maintain the necessary training and are in regular contact with agency staff and peers in the industry to ensure they are aware of the latest research, technologies or regulations in their field of expertise.

In addition, there are regulatory specialists who are subject matter experts on specific regulations, stipulations, or regulatory requirements Alyeska has committed to follow. A current list of these regulatory specialists is maintained in the Alyeska Regulatory Compliance System database (ARCS). A regulatory specialist is obligated to be the "one voice" or knowledgeable source on his or her assigned regulatory subject matter. As needed, regulatory specialists will call on internal and external sources for assistance when interpreting and applying regulatory requirements.

## **V. Government Oversight**

There are some twenty state and federal regulatory agencies that monitor TAPS on behalf of the public. This results in TAPS being one of the most regulated pipelines in the United States. These agencies monitor ongoing operations, projects and other activities to ensure that pipeline integrity, environmental protection and public safety are achieved and maintained on TAPS.

(a) Joint Pipeline Office. The Joint Pipeline Office (JPO) was created to co-locate and facilitate coordination amongst the various federal and state agencies that regulate TAPS on a day-to-day basis. The lead coordinating agencies in that office are the Alaska Department of Natural Resources (DNR) for the state government and the Bureau of Land Management (BLM) within the Department of Interior for the federal government. The DNR and BLM have system-wide environmental, safety and system integrity compliance accountability to administer the State Lease and Federal Grant. They are also the lead agencies for TAPS Right-of-Way renewal. The DNR and BLM each issues the applicable land related permits and authorizations to Alyeska, as appropriate, for TAPS construction, operations and maintenance activities.

JPO instituted a program known as the Comprehensive Monitoring Program (CMP) as part of its compliance monitoring activities. It provides systematic monitoring of TAPS compliance through the use of periodic and focused surveillances, assessments and formal reports. Part of the CMP process involves the use of field-based JPO staff that on a day-to-day basis review and verify TAPS compliance with state and federal requirements. Some of the other agencies participating in the JPO or separately conducting TAPS oversight are mentioned below.

(b) U.S. Department of Transportation Office of Pipeline Safety (DOT-OPS). DOT-OPS monitors compliance with pipeline safety regulations (both for the mainline and fuel gas line) through the assignment of dedicated personnel. DOT-OPS personnel conduct frequent inspections and system reviews as part of their daily oversight activities. DOT-OPS coordinates closely with JPO agencies on systems integrity and safety issues. DOT-OPS also performs a comprehensive annual inspection as required by the regulations. DOT-OPS and Alyeska staffs maintain open and regular dialogue on compliance issues and the applicability of new or existing regulations. DOT-OPS receives and responds, as appropriate, to accident or safety-related condition reports submitted by Alyeska. The pipeline safety regulations require the operator to develop, maintain and update comprehensive manuals annually covering operations, maintenance, and abnormal and emergency conditions.

(c) Alaska Department of Environmental Conservation (ADEC). ADEC evaluates TAPS compliance through several program components. There are regular inspections of TAPS facilities for ADEC program requirements, such as for ADEC's air, water, and waste programs. ADEC also conducts periodic reviews of the state required oil spill contingency plans for TAPS. ADEC receives and reviews TAPS discharge, emissions and other monitoring reports (monthly or quarterly depending upon the permit). In addition, ADEC evaluates and monitors TAPS compliance as part of its permit acquisition and renewal process, and through the assignment of staff, both within and outside of JPO, dedicated to TAPS compliance. ADEC and Alyeska staffs maintain open and regular dialogue on compliance issues, participate in applicable rule-making processes, and implementation of new or existing regulations that may become applicable to TAPS.

(d) U.S. Environmental Protection Agency (EPA). EPA evaluates TAPS compliance through several program components. There are inspections of facilities for EPA's program requirements such as the NPDES, CAA, RCRA, and TSCA programs. EPA receives and reviews TAPS discharge, emissions and other monitoring reports (monthly, quarterly, semiannually or annually depending upon the permit or regulation). In addition, EPA evaluates and monitors TAPS compliance as part of its permit acquisition and permit renewal processes. EPA and Alyeska staffs maintain open and regular dialogue on compliance issues, participate in applicable rule-making processes, and implementation of new or existing regulations applicable to TAPS. EPA receives and reviews potential deficiencies reported by Alyeska consistent with EPA's policy

regarding self-disclosure. EPA stations a senior environmental specialist with the JPO to help coordinate and provide expertise in oil spill contingency plan review. EPA is also the Federal On-Scene Coordinator of spills along the TAPS mainline.

(e) Alaska Department of Fish and Game (ADF&G) / U.S. Fish and Wildlife (USF&W). ADF&G and USF&W work closely together through interagency reviews and permit pre-application meetings to provide oversight to avoid or minimize TAPS impacts to fish and wildlife, and their habitat. Impact mitigation is provided through permits and routine reviews with Alyeska. In some instances, environmental protection is achieved through special conditions administered under the provisions of the ROW Grant and Lease agreements. ADF&G has additional oversight and involvement through the assignment of one of its staff to the Joint Pipeline Office. Both agencies also actively participate in the review and implementation of the oil spill plans for the pipeline and marine terminal.

(f) Alaska Department of Labor (ADOL), Occupational Safety and Health (AKOSH). The Occupational Safety and Health Section protects Alaska workers from industrial accidents and job-related illness through the enforcement of state and federal standards (on behalf of US-DOL), and by training employers and employees to follow safe and healthful work practices. ADOL assigns staff to JPO for enforcement of the National Electric Code and AKOSH compliance and to monitor worker and public safety. ADOL further provides safety expertise to JPO to help administer safety stipulations of the State Lease and Federal Grant. In this capacity, ADOL/JPO staff conduct frequent safety and electrical inspections as well as investigating related incidents, accidents and events.

(g) Alaska Division of Governmental Coordination (ADGC). ADGC is located in the Office of the Governor and is the lead agency for coordinating the Alaska Coastal Management Program as it relates to TAPS.

(h) Alaska Department of Public Safety, Fire Marshal. The Fire Marshal concentrates its TAPS oversight efforts on fire and life safety inspections. The Fire Marshal provides staff to the JPO to enforce regulatory requirements and to provide expertise to assist JPO in monitoring fire-related stipulations of the State Lease and Federal Grant.

(i) U.S. Coast Guard. The U.S. Coast Guard's mission as it pertains to TAPS is to eliminate environmental damage and obstructions to navigable waters of the United States both inland and on the coast. They also monitor the Tanker Vapor Control System, tanker docking /loading, berth work activities and Prince William Sound tanker traffic.

(j) U. S. Army Corps of Engineers. The U.S. Army Corps of Engineers implements the Clean Water Act requirements governing the placement of dredge and fill materials into waters of the United States. In addition they implement the Rivers and Harbors Act, which governs activities that affect navigation in navigable waters of the United States.

## **VI. Conclusion**

TAPS compliance with the Federal Grant and State Lease requirements and with laws and regulations is maintained through the institution of corporate policy, the application of systems and processes, and the employment and training of knowledgeable personnel. In addition, TAPS policies, systems and processes are regularly evaluated to enhance ongoing compliance. State and federal agencies, on behalf of the public, provide independent day to day oversight and additional assurance of TAPS compliance.

Internal and external independent review of TAPS systems and processes have demonstrated that they have been effective in maintaining compliance with State Lease and Federal Grant requirements. When compliance issues are discovered, TAPS Owners seek to ensure they are properly addressed and resolved. Therefore, TAPS meets the compliance requirement for renewal of the State Lease and Federal Grant of Right-of-Way.

### **Applicant's State Tax Statement**

**Applicant is current in all tax filings required under the laws of the State of Alaska, pertaining to Applicant's interest in the "Pipeline," as that term is defined in the Right-of-Way Lease for the Trans-Alaska Pipeline between the State of Alaska and Amerada Hess Corporation, et al., dated May 3, 1974. Such tax filings reside in the records of the relevant taxing authorities.**

**Federal ROW  
Renewal Application Submittal**



One Williams Center  
P.O. Box 3448  
Tulsa, Oklahoma 74101

APR 30 2001

Mr. Francis Cherry, Jr.  
Alaska State Director  
Bureau of Land Management  
222 W. 7<sup>th</sup> Ave., #13  
Anchorage, Alaska 99504

Mr. Jerry Brossia  
Authorized Officer  
Bureau of Land Management  
411 West 4<sup>th</sup> Ave., Suite 2  
Anchorage, AK 99501

Re: Renewal Of TAPS Right-of-Way And Associated Rights

Gentlemen:

Williams Alaska Pipeline Company, L.L.C. ("Williams") respectfully seeks renewal of its undivided interest in the January 23, 1974 Agreement and Grant of Right-of-Way for Trans-Alaska Pipeline ("Federal Grant") and other rights associated with the Federal Grant ("Associated Rights"). To that end, this letter is followed by a SUPPLEMENTAL APPLICATION and accompanies a MASTER APPLICATION and related materials.

As you know, Williams and the other TAPS Owners have established a Right-of-Way Renewal Team to work with the Federal Government, the State of Alaska, and stakeholders in renewing the TAPS Owners' rights. W. Steven Jones, Project Manager of the TAPS Right-of-Way Renewal Team, will serve as our contact on matters relating to this application to renew the Federal Grant and Associated Rights. Please direct all correspondence and notifications to W. Steven Jones.

Very truly yours,

**WILLIAMS ALASKA PIPELINE  
COMPANY, L.L.C.**

A handwritten signature in cursive script, reading "Michael Mears".

Michael N. Mears  
Vice President

SUPPLEMENTAL  
**APPLICATION FOR TRANSPORTATION AND  
UTILITY SYSTEMS AND FACILITIES  
ON FEDERAL LANDS  
TO THE MASTER APPLICATION**

FORM APPROVED  
OMB NO. 1004-0060  
Expires: December 31, 2001

NOTE: Before completing and filing the application, the applicant should completely review this package and schedule a preapplication meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the preapplication meeting.

**FOR AGENCY USE ONLY**

Application Number

Date filed

1. Name and address of applicant (*include zip code*)  
Williams Alaska Pipeline Company, L.L.C.  
1 Williams Center 720A  
Tulsa, OK 74172

2. Name, title, and address of authorized agent if different from Item 1 (*include zip code*)

3. TELEPHONE (area code)

Applicant  
(918) 573-3211

Authorized Agent

4. As applicant are you? (*check one*)

- a. ☐ Individual
- b. ☒ Corporation\*
- c. ☐ Partnership/Association\*
- d. ☐ State Government/State Agency
- e. ☐ Local Government
- f. ☐ Federal Agency

\* If checked, complete supplemental page

5. Specify what application is for: (*check one*)

- a. ☐ New authorization
- b. ☒ Renewing existing authorization No. See additional response on page 6.
- c. ☐ Amend existing authorization No.
- d. ☐ Assign existing authorization No.
- e. ☐ Existing use for which no authorization has been received\*
- f. ☐ Other\*

\* If checked, provide details under Item 7

6. If an individual or partnership are you a citizen(s) of the United States? ☐ Yes ☐ No Not Applicable.

7. Project description (*describe in detail*): (a) Type of system or facility, (e.g., canal, pipeline, road); (b) related structures and facilities; (c) physical specifications length, width, grading, etc.; (d) term of years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for construction (*Attach additional sheets, if additional space is needed.*)

- (a) Pipeline System, as defined generally in § 1.1.1.22 of Exhibit D to the January 23, 1974 Agreement and Grant of Right-of-Way for Trans-Alaska Pipeline ("Federal Grant");
- (b) See generally Environmental Report for the Trans-Alaska Pipeline System Right-of-Way Renewal in Volume 3 ("Environmental Report") at §§ 2.1.1 and 4.2.1; Duration of Right-of-Way Renewal for the Trans-Alaska Pipeline System in Volume 2 ("Duration Report") at Appendix 4; Federal Line Lists in Volume 2 at Tab 1D- 1H;
- (c) See generally Environmental Report at §§ 2.1.1 and 4.2.1 and Duration Report at Appendix 4;
- (d) Renewal of authorizations for the maximum period allowed by law. See 30 U.S.C. § 185(n) and Duration Report generally;
- (e) Year round;
- (f) See generally Environmental Report at Appendices A and D (pps. D-1 through D-12);
- (g) Not applicable;
- (h) Not applicable.

8. Attach a map covering area and show location of project proposal See generally Environmental Report at Appendix C and Federal Lists in Volume 2 at Tabs 1D - 1H.

9. State or local government approval: ☐ Attached ☒ Applied for ☐ Not required

10. Nonreturnable application fee: ☐ Attached ☒ Not required

11. Does project cross international boundary or affect international waterways? ☐ Yes ☒ No (*If "yes," indicate on map*)

12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

See generally Duration Report and Environmental Report, including § 2.1 and Appendices A, B and D, and 43 U.S.C. § 1653. Note also that Alyeska Pipeline Service Company ("Alyeska") has effectively operated and maintained TAPS for over 20 years and applicant owns an undivided interest in Alyeska. In addition applicant, through Alyeska, has the technical and financial capability to operate, maintain and terminate TAPS.

13a. Describe other reasonable alternative routes and modes considered.

Not applicable.

b. Why were these alternatives not selected?

Not applicable.

c. Give explanation as to why it is necessary to cross Federal Lands.

Existing TAPS facilities are located on and cross federal lands.

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (Specify number, date, code, or name)

See generally Federal and State Line Lists in Volume 2 at Tab 1.

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.

See generally Environmental Report, including §§ 1.2; 3.3; 4.3.3, and Duration Report, including §§ 1; 3; 4; 8; and 9.

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

See generally Environmental Report §§ 3.3; 4.3.3; 4.5 and Duration Report § 8. Additional information may be found in studies and reports that bear on TAPS, such as those identified in the Environmental Report at Section 8 and 43 U.S.C. § 1651(b), and the 1972 Environmental Impact Statement (6 vols.) that preceded the execution of the Federal Grant.

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability.

(a) See generally Environmental Report §§ 3.1.3; 4.3.1.3; 4.5; 4.8.2.3; (b) See generally Environmental Report §§ 3.1.3; 3.3.6.3; 4.3.1.3; 4.3.3.9; 4.5; (c) See generally Environmental Report §§ 3.1.1.6; 3.1.2.1; 4.2.1.3; 4.3.1.2; 4.5; 4.8.2.1; 4.8.2.2; (d) See generally Environmental Report §§ 3.1.1.6; 4.2.1.3; 4.3.1.2; 4.3.2.2; 4.5; (e) See generally Environmental Report §§ 3.1.3; 4.3.1.3; 4.5; (f) See generally Environmental Report §§ 3.1.1; 4.1.1; 4.2.1.1; 4.2.1.2; 4.3.1.1; 4.3.2.2; 4.5 (See continuation on page 6.)

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plantlife, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

(a) See generally Environmental Report §§ 3.2; 4.3.2; 4.5; 4.8.3; (b) See generally Environmental Report §§ 3.2.6; 3.3.3; 4.3.2; 4.3.3.3; 4.5; 4.8.3.4; 4.8.4.4. In both cases additional information may be found in studies and reports that bear on TAPS, such as those identified in the Environmental Report at Section 8 and 43 U.S.C. § 1651(b), and the 1972 Environmental Impact Statement (6 vols.) that preceded the execution of the Federal Grant.

19. State whether any hazardous material, as defined in this paragraph, will be used, produced, transported or stored on or within the right-of-way or any of the right-of-way facilities, or used in the construction, operation, maintenance or termination of the right-of-way or any of its facilities. "Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. 9601 et seq., and its regulations. The term hazardous materials also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA Section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas.

See response on page 6.

20. Name all the Department(s)/Agency(ies) where this application is being filed.

The original application is being filed with the Bureau of Land Management.

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant



Date

APR 30 2001

Title 18, U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

APPLICATION FOR TRANSPORTATION AND UTILITY SYSTEMS  
AND FACILITIES ON FEDERAL LANDS

GENERAL INFORMATION  
ALASKA NATIONAL INTEREST LANDS

This application will be used when applying for a right-of-way, permit, license, lease, or certificate for the use of Federal lands which lie within conservation system units and National Recreation or Conservation Areas as defined in the Alaska National Interest Lands Conservation Act. Conservation system units include the National Park System, National Wildlife Refuge System, National Wild and Scenic Rivers System, National Trails System, National Wilderness Preservation System, and National Forest Monuments.

Transportation and utility systems and facility uses for which the application may be used are:

1. Canals, ditches, flumes, laterals, pipes, pipelines, tunnels, and other systems for the transportation of water.
2. Pipelines and other systems for the transportation of liquids other than water, including oil, natural gas, synthetic liquid and gaseous fuels, and any refined product produced therefrom.
3. Pipelines, slurry and emulsion systems, and conveyor belts for transportation of solid materials.
4. Systems for the transmission and distribution of electric energy.
5. Systems for transmission or reception of radio, television, telephone, telegraph, and other electronic signals, and other means of communications.
6. Improved rights-of-way for snow machines, air cushion vehicles, and all-terrain vehicles.
7. Roads, highways, railroads, tunnels, tramways, airports, landing strips, docks, and other systems of general transportation.

This application **must** be filed simultaneously with each Federal department or agency requiring authorization to establish and operate your proposal.

In Alaska, the following agencies will help the applicant file an application and identify the other agencies the applicant should contact and possibly file with:

Department of Agriculture  
Regional Forester, Forest Service (USFS)  
Federal Office Building, P.O. Box 21628  
Juneau, Alaska 99802-1628  
Telephone: (907) 586-7847 (or a local Forest Service Office)

Department of the Interior  
Bureau of Indian Affairs (BIA)  
Juneau Area Office  
9109 Mendenhall Mall Road, Suite 5, Federal Building Annex  
Juneau, Alaska 99802  
Telephone: (907) 586-7177

Bureau of Land Management (BLM)  
222 West 7th Ave., Box 13  
Anchorage, Alaska 99513-7599  
Telephone: (907) 271-5477 (or a local BLM Office)

National Park Service (NPS)  
Alaska Regional Office 2525 Gambell St., Rm. 107  
Anchorage, Alaska 99503-2892  
Telephone: (907) 257-2585

U.S. Fish & Wildlife Service (FWS)  
Office of the Regional Director  
1011 East Tudor Road  
Anchorage, Alaska 99503  
Telephone: (907) 786-3440

Note-Filings with any Interior agency may be filed with any office noted above or with the: Office of the Secretary of the Interior, Regional Environmental Officer, Box 120, 1675 C Street, Anchorage, Alaska 99513.

Department of Transportation  
Federal Aviation Administration  
Alaska Region AAL-4, 222 West 7th Ave., Box 14  
Anchorage, Alaska 99513-7587  
Telephone: (907) 271-5285

**NOTE** - The Department of Transportation has established the above central filing point for agencies within that Department. Affected agencies are: Federal Aviation Administration (FAA), Coast Guard (USCG), Federal Highway Administration (FHWA), Federal Railroad Administration (FRA).

OTHER THAN ALASKA NATIONAL INTEREST LANDS

Use of this form is not limited to National Interest Conservation Lands of Alaska.

Individual departments/agencies may authorize the use of this form by applicants for transportation and utility systems and facilities on other Federal lands outside those areas described above.

For proposals located outside of Alaska, applications will be filed at the local agency office or at a location specified by the responsible Federal agency.

SPECIFIC INSTRUCTIONS  
(Items not listed are self-explanatory)

Item

- 7 Attach preliminary site and facility construction plans. The responsible agency will provide instructions whenever specific plans are required.
- 8 Generally, the map **must** show the section(s), township(s), and range(s) within which the project is to be located. Show the proposed location of the project on the map as accurately as possible. Some agencies require detailed survey maps. The responsible agency will provide additional instructions.
- 9, 10, and 12 - The responsible agency will provide additional instructions.
- 13 Providing information on alternate routes and modes in as much detail as possible, discussing why certain routes or modes were rejected and why it is necessary to cross Federal lands will assist the agency(ies) in processing your application and reaching a final decision. Include only reasonable alternate routes and modes as related to current technology and economics.
- 14 The responsible agency will provide instructions.
- 15 Generally, a simple statement of the purpose of the proposal will be sufficient. However, major proposals located in critical or sensitive areas may require a full analysis with additional specific information. The responsible agency will provide additional instructions.
- 16 through 19 - Providing this information in as much detail as possible will assist the Federal agency(ies) in processing the application and reaching a decision. When completing these items, you should use a sound judgment in furnishing relevant information. For example, if the project is not near a stream or other body of water, **do not** address this subject. The responsible agency will provide additional instructions.

Application must be signed by the applicant or applicant's authorized representative.

If additional space is needed to complete any item, please put the information on a separate sheet of paper and identify it as "Continuation of Item."

**SUPPLEMENTAL**

NOTE: The responsible agency(ies) will provide additional instructions		CHECK APPROPRIATE BLOCK	
I - PRIVATE CORPORATIONS		ATTACHED	FILED*
a. Articles of Incorporation	See Tab Federal Supplemental Question Ia in this Volume.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Corporation Bylaws	See Tab Federal Supplemental Question Ib in this Volume.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. A certification from the State showing the corporation is in good standing and is entitled to operate within the State.	See Tab Federal Supplemental Question Ic in this Volume.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing	See Tab Federal Supplemental Question Id in this Volume.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The name and address of each shareholder owning 3 percent or more of the shares, together with the number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote and the name and address of each affiliate of the entity together with, in the case of an affiliate controlled by the entity, the number of shares and the percentage of any class of voting stock of that affiliate owned, directly or indirectly, by that entity, and in the case of an affiliate which controls that entity, the number of shares and the percentage of any class of voting stock of that entity owned, directly or indirectly, by the affiliate.	See Tab Federal Supplemental Question Ie in this Volume.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. If application is for an oil or gas pipeline, describe any related right-of-way or tempoary use permit applications, and identify previous applications.	See generally Federal and State Line Lists in Volume 2 at Tab 1.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. If application is for an oil and gas pipeline, identify all Federal lands by agency impacted by proposal.	See generally Federal Line Lists in Volume 2 at Tab 1D-1H.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>II- PUBLIC CORPORATIONS</b>			
a. Copy of law forming corporation	Not applicable	<input type="checkbox"/>	<input type="checkbox"/>
b. Proof of organization	Not applicable	<input type="checkbox"/>	<input type="checkbox"/>
c. Copy of Bylaws	Not applicable	<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing	Not applicable	<input type="checkbox"/>	<input type="checkbox"/>
e. If application is for an oil or gas pipeline, provide information required by Item "I-f" and "I-g" above.	Not applicable	<input type="checkbox"/>	<input type="checkbox"/>
<b>III - PARTNERSHIP OR OTHER UNINCORPORATED ENTITY</b>			
a. Articles of association, if any	Not applicable	<input type="checkbox"/>	<input type="checkbox"/>
b. If one partner is authorized to sign, resolution authorizing action is	Not applicable	<input type="checkbox"/>	<input type="checkbox"/>
c. Name and address of each participant, partner, association, or other	Not applicable	<input type="checkbox"/>	<input type="checkbox"/>
d. If application is for an oil or gas pipeline, provide information required by Item "I-f" and "I-g" above.	Not applicable	<input type="checkbox"/>	<input type="checkbox"/>

\* If the required information is already filed with the agency processing this application and is current, check block entitled "Filed." Provide the file identification information (e.g., number, date, code, name). If not on file or current, attach the requested information.

**DATA COLLECTION STATEMENT**

The Federal agencies collect this information from applicants requesting right-of-way, permit, license, lease, or certifications for the use of Federal lands.

Federal agencies use this information to evaluate your proposal.

No Federal agency may request or sponsor, and you are not required to respond to a request for information which does not contain a currently valid OMB Approval Number.

**BURDEN HOURS STATEMENT**

The public burden for this form is estimated to vary from 30 minutes to 25 hours per response, with an average of 2 hours per response, including the time for

reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to: U.S. Department of the Interior, Bureau of Land Management, Information Clearance Officer (W0-630), 1849 C Street, Mail Stop 401LS, Washington, D.C. 20240

A reproducible copy of this form may be obtained from the Bureau of Land Management, Division of Lands, 1620 L Street, Rm. 1000LS, Washington, D.C. 20036.

#### NOTICE

NOTE: This applies to the Department of the Interior/Bureau of Land Management (BLM).

The Privacy Act of 1974 provides that you be furnished with the following information in connection with the information provided by this application for an authorization.

AUTHORITY: 16 U.S.C. 310 and 5 U.S.C. 301.

PRINCIPAL PURPOSE: The primary uses of the records are to facilitate the (1) processing of claims or applications; (2) recordation of adjudicative actions; and (3) indexing of documentation in case files supporting administrative actions.

ROUTINE USES: BLM and the Department of the Interior (DOI) may disclose your information on this form: (1) to appropriate Federal agencies when concurrence or supporting information is required prior to granting or acquiring a right or interest in lands or resources; (2) to members or the public who have a need for the information that is maintained by BLM for public record; (3) to the U.S. Department of Justice, court, or other adjudicative body when DOI determines the information is necessary and relevant to litigation; (4) to appropriate Federal, State, local, or foreign agencies responsible for investigating prosecuting violation, enforcing, or implementing this statute, regulation, or order; and (5) to a congressional of lice when you request the assistance of the Member of Congress in writing.

EFFECT OF NOT PROVIDING THE INFORMATION: Disclosing this information is necessary to receive or maintain a benefit. Not disclosing it may result in rejecting the application.

**APPLICATION FOR TRANSPORTATION AND  
UTILITY SYSTEMS AND FACILITIES  
ON FEDERAL LAND**

**For the Trans-Alaska Pipeline System**

**Continuation of Item #5:** Renewal on the same terms of applicant's undivided interest in existing authorizations for the Trans-Alaska Pipeline System ("TAPS"), including, but not limited to, F-12505, AA-5847, F-21770, and other authorizations identified on the Federal Line Lists in Volume 2 at Tab 1D -1H.

**Continuation of Item #17:** In all cases additional information may be found in studies and reports that bear on TAPS, such as those identified in the Environmental Report at Section 8 and 43 U.S.C. § 1651(b), and the 1972 Environmental Impact Statement (6 vols.) that preceded the execution of the Federal Grant.

**Continuation of Item #19:** TAPS does not engage in the use, production, transportation or storage of hazardous materials as part of TAPS' purpose. TAPS operates to transport crude oil, and crude oil is not a hazardous material as defined in this question. Hazardous materials are only present on TAPS incidentally in support of the operation and maintenance of TAPS. All hazardous materials are managed under state and federal law. Those occurrences are described categorically below. Also see Environmental Report § 3.1.1.5.

**Hazardous Material Use.** Chemical products may be "hazardous materials" or may include components that are hazardous materials. These products are used for TAPS operations and maintenance. Any list of hazardous materials would be only temporarily accurate because product use on TAPS varies continuously. Therefore, they are listed here categorically: paints and associated products; pipe coating chemicals; equipment repair and lubrication products, cleaners, and antifreeze chemicals; adhesives, epoxies and sealants; corrosion inhibitors; fire fighting chemicals; laboratory chemicals used for crude oil analysis; herbicides, pesticides and insecticides (used with the approval of the Authorized Officer); photographic chemicals; and batteries. This list provides a description of TAPS hazardous material use, but is not intended to be comprehensive chemical by chemical. That detailed information may be obtained from Alyeska's OSHA MSDS (hazardous communication) program and the annual SARA Title III reports submitted to EPA.

**Hazardous Material Production.** TAPS does not produce hazardous materials.

**Hazardous Material Transportation.** Chemical product hazardous materials, described above, are transported on and off TAPS facilities utilizing the procedure established under state and federal law. The U.S. DOT has strict requirements for the transportation of chemical products, under 49 CFR Parts 172- 177, 350-399. Hazardous wastes also

must comply with the same U.S. DOT transportation requirements. In place is an extensive hazardous material transportation plan that covers both chemical product and hazardous waste transportation on and off TAPS facilities. Bills of lading are used to track the transportation of chemical products. In addition, there are EPA hazardous waste manifests for transported hazardous wastes. The list of hazardous materials transported on and off TAPS facilities would be composed of those hazardous materials listed above under Hazardous Material Use and below under Hazardous Material Storage.

Hazardous Material Storage. The list of hazardous materials stored is the same as the list of hazardous materials used on TAPS facilities, except for waste storage. Where required or appropriate, chemical products are stored within secondary containment. Hazardous wastes that are generated at a TAPS facility are stored utilizing EPA requirements for hazardous waste generators. The hazardous waste categories are predominantly chemical products that have completed their use: paints and associated products; equipment repair and lubrication products, and parts cleaners; adhesives, epoxies and sealants; laboratory chemicals used for crude oil analysis; herbicides, pesticides and insecticides (used with the approval of the Authorized Officer); photographic chemicals; and batteries. Tank and pipe cleaning sludges are a non-product waste stream that contributes to this list. These wastes are only temporarily stored at a facility, in accordance with EPA regulations. During storage they are monitored, in accordance with EPA regulations, and they are transported off the facilities and disposed of at EPA permitted facilities. A listing of hazardous wastes stored at a TAPS facility for any one-year period can be found in the annual RCRA report submitted to EPA.

# **Federal Supplemental Question Ia**

*State of Delaware*  
*Office of the Secretary of State*

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PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "WILLIAMS ALASKA PIPELINE COMPANY, L.L.C.", FILED IN THIS OFFICE ON THE TWENTY-FIRST DAY OF MARCH, A.D. 2000, AT 12 O'CLOCK P.M.



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

3197923 8100

AUTHENTICATION: 0967784

010069547

DATE: 02-12-01

CERTIFICATE OF FORMATION

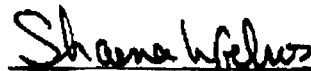
OF

WILLIAMS ALASKA PIPELINE COMPANY, L.L.C.

1. The name of the limited liability company is WILLIAMS ALASKA PIPELINE COMPANY, L.L.C.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of WILLIAMS ALASKA PIPELINE COMPANY, L.L.C., this 17<sup>th</sup> day of March, 2000.



Shawna L. Gehres, Authorized Person

**Federal  
Supplemental  
Question 1b**

WILLIAMS ALASKA PIPELINE COMPANY, L.L.C.

CERTIFICATE OF SECRETARY

The undersigned hereby certifies that she is the duly elected and acting Secretary of Williams Alaska Pipeline Company, L.L.C., a Delaware limited liability company (the "Company"), and hereby further certifies that attached hereto as Exhibit A is a true and complete copy of the duly adopted operating agreement of the Company, which operating agreement is in full force and effect as of the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this certificate and affixed the seal of the Company on this 23rd day of February, 2001.

[SEAL]

By: Shawna L. Gehres

Name: Shawna L. Gehres

Title: Secretary of Williams Alaska Pipeline Company, L.L.C.

STATE OF OKLAHOMA                    )  
  ) ss:  
COUNTY OF TULSA                    )

BEFORE ME, the undersigned, a Notary Public in and for the State of Oklahoma, County of Tulsa, on this day personally appeared Shawna L. Gehres, known to me to be the person whose name is subscribed to the foregoing instrument, who being duly sworn, did say that she is the Secretary of Williams Alaska Pipeline Company, L.L.C., a Delaware limited liability company, and acknowledged to me that she executed said instrument as her free act and deed in said capacity, and as the free act and deed of said company, and that the affixed seal is the corporate seal of said company.

GIVEN under my hand and seal of office this 27th day of February, 2001.

(SEAL)

Guthrie S. Goins  
Notary Public

My commission expires on: 10/03/03

## **EXHIBIT A**

### **OPERATING AGREEMENT**

#### **OF**

#### **WILLIAMS ALASKA PIPELINE COMPANY, L.L.C.**

THIS OPERATING AGREEMENT dated as of the 21<sup>st</sup> day of March, 2000, is made by WILLIAMS ENERGY SERVICES, a Delaware corporation with offices at One Williams Center, Tulsa, Oklahoma 74172.

WHEREAS, on the 21<sup>st</sup> day of March, 2000, WILLIAMS ENERGY SERVICES formed a limited liability company pursuant to the provisions of the Delaware Limited Liability Company Act by having the Certificate of Formation of WILLIAMS ALASKA PIPELINE COMPANY, L.L.C. (the "Company") filed with the Secretary of the State of Delaware.

NOW, THEREFORE, in order to establish the Company and provide for its authority to transact business, WILLIAMS ENERGY SERVICES hereby declares as follows:

#### **ARTICLE I - ADOPTION OF ORGANIZATIONAL DOCUMENTS; PRIORITY OF AUTHORITIES**

Section 1.1 Certificate of Formation and Operating Agreement Adoption. The form of the Certificate of Formation of the Company which has been filed with the Secretary of State of the State of Delaware is hereby adopted by WILLIAMS ENERGY SERVICES, and all actions taken in organizing the Company, including, but not limited to, the filing of such Certificate of Formation, are in all respects ratified, confirmed, adopted and approved. This Operating Agreement is hereby adopted by WILLIAMS ENERGY SERVICES to govern the internal business and affairs of the Company.

Section 1.2 Priority of Authorities. The provisions hereof shall be controlling except to the extent they are in direct conflict with provisions of the Certificate of Formation of the Company as now in existence and as amended from time to time (the "Certificate") or provisions of the Delaware Limited Liability Company Act as now in existence and as amended from time to time (the "Act").

Section 1.3 Change of Certificate and Operating Agreement. It shall require the consent of only WILLIAMS ENERGY SERVICES to change the Certificate of Formation and/or this Operating Agreement.

#### **ARTICLE II - OFFICES; RESIDENT AGENT**

Section 2.1 Offices. The Company's principal place of business shall be One Williams Center, Tulsa, Oklahoma 74172, until changed as provided by the Act. The Company may also

have such other offices and places of business as the business of the Company may require.

Section 2.2 Name. The name of the limited liability company formed hereby shall continue to be WILLIAMS ALASKA PIPELINE COMPANY, L.L.C. All business of the Company shall be conducted in such name.

Section 2.3 Registered Agent. The address of the Company's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, 19801. The name of the Company's registered agent at such address is The Corporation Trust Company.

### ARTICLE III - MANAGEMENT

Section 3.1 Board of Directors:

(a) The management of the Company and its business shall be vested by a Board of Directors (the "Board") which shall consist of three (3) Directors. All Directors shall be appointed by, and may be removed or replaced at the discretion of, WILLIAMS ENERGY SERVICES.

(b) The Board shall act by resolution duly adopted by vote at a meeting of the Board or by consent in writing of all Directors. At all Board meetings, Directors may vote in person or by proxy. Directors may participate in a meeting by any means of communication by which all Directors participating in such meeting may simultaneously hear each other during the meeting.

(c) WILLIAMS ENERGY SERVICES hereby appoints the following Directors:

Keith E. Bailey  
Steven J. Malcolm  
Ralph A. Hill

Directors shall serve until their resignation or until their successors are appointed.

Section 3.2 Appointment and Removal of Directors. WILLIAMS ENERGY SERVICES may at any time, by written notice, substitute a new Director to serve or designate an alternate to act for and in place of an existing Director.

Section 3.3 Exercise of Authority Granted to the Board.

(a) Subject to the limitations of paragraph (b) below, or otherwise contained in this Operating Agreement, the Board may delegate such general or specific authority to the officers of the Company as it considers desirable. The officers of the Company may, subject to any restraints or limitations

imposed by the Board, exercise the authority granted to them.

- (b) Notwithstanding anything contained herein to the contrary, the authority to determine the following matters with respect to the Company shall be retained by the Board and any action with respect thereto may be taken by the officers of the Company (within such general or specific limits as may be determined by the Board) only after the Board has approved the action in question in accordance with this Section. The following actions shall require the affirmative vote of a majority of all Directors:
  - (i) Appointing and removing any Officer;
  - (ii) Changing the fiscal year of the Company or any accounting policy or procedure of the Company, except as required by law;
  - (iii) Sale, lease or other disposition of all or substantially all of the Company's assets;
  - (iv) Borrowing, lending, securing or guaranteeing the payment of funds or obligations of the Company;
  - (v) Recapitalization, dissolution or merger of the Company, other than where the Company survives the transaction in which case any officer of the Company may approve the transaction;
  - (vi) Pledging, placing in trust, assigning or otherwise encumbering any existing property real or personal, owned or hereafter acquired by the Company as collateral or security for any borrowing or other obligation of the Company, except for pledges or deposits under workers' compensation, unemployment insurance and social security laws or to secure the performance of bids, tenders, contracts (other than for the repayment of money), or leases, or to secure statutory obligations or surety or appeal bonds or to secure indemnity, performance or similar bonds used in the ordinary course of business;
  - (vii) Making loans or advances to any party, excluding advances for travel and relocation expenses;
  - (viii) Amending the Certificate or this Operating Agreement.
- (c) Subject to the foregoing, the Officers of the Company shall be fully authorized to handle the day-to-day business and decisions of the Company.

#### Section 3.4 Meetings of the Board.

- (a) Meetings of the Directors shall be held from time-to-time on the date and at the time determined by the President or any Director of the Company.

(b) Unless waived in writing by all of the Directors, at least five business days' prior notice of any meeting shall be given to each Director, except in the case of an emergency meeting. Such notice shall state the purpose for which such meeting has been called.

(c) A quorum shall be required for any meeting or action by the Board of Directors. Two (2) Directors shall constitute a quorum.

(d) The Board shall cause to be kept a book of minutes of all of its meetings in which there shall be recorded the time and place of such meeting, whether regular or special, and if special, by whom such meeting was called, the notice thereof given, the name of those present and the proceedings thereof. Copies of any consents in writing shall also be filed in such minute book.

### Section 3.5    Officers of the Company.

(a) The Company shall have such officers as are designated below and as may be designated by the Board from time-to-time, who shall act as agents of the Company, who shall have such powers as are usually exercised by comparably designated officers of a Delaware corporation and who shall have the power to bind the Company through the exercise of such powers, to the extent consistent with the terms of this Operating Agreement.

(b) WILLIAMS ENERGY SERVICES hereby appoints the initial officers described below who shall, unless and until removed from office, act as agents of the Company until their resignations are accepted or until their successors are appointed:

<u>Name</u>	<u>Office</u>
Steven J. Malcolm	Chairman of the Board, President and Chief Executive Officer
Ralph A. Hill	Senior Vice President and General Manager
Michael N. Mears	Vice President
Paul W. Nelson	Controller and Treasurer
Shawna L. Gehres	Secretary
Barbara J. Mangrum	Assistant Secretary
Mark W. Husband	Assistant Treasurer
James G. Ivey	Assistant Treasurer

### Section 3.6    Execution of Documents.

(a) Any deed, deed of trust, bill of sale, lease agreement, security agreement, financing agreement, contract of purchase or sale, partnership agreement or joint venture

agreement, or other contract or instrument purporting to bind the Company or to convey or encumber any of the assets of the Company, may be signed by the President, any Vice President, the Treasurer or the Secretary, and no other signature shall be required.

(b) Any person dealing with the Company shall be entitled to rely on a certificate of the Secretary or any Assistant Secretary as conclusive evidence of the incumbency of any Officer of the Company and his authority to take action on behalf of the Company and shall be entitled to rely on a copy of any resolution or other action taken by the Board and certified by any Officer of the Company not named in the resolution, as conclusive evidence of such action of the authority of the Officer referred to in such resolution to bind the Company to the extent set forth therein.

(c) The President, any Vice President, the Treasurer or any Assistant Treasurer of this Limited Liability Company shall have the authority by a letter signed by any of them to open bank accounts with any banks and to name the person or persons, or combination of persons, authorized to sign checks and withdrawal documents drawn against such accounts, and to sign agreements and other documents providing for the transfer of funds by computers or similar electronic means or otherwise.

#### **ARTICLE IV - GENERAL PROVISIONS**

Section 4.1    Notice. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Operating Agreement shall be in writing or by facsimile and shall be deemed to have been delivered, given, and received for all purposes (a) if delivered personally to the person or to an officer of the person to whom the same is directed, or (b) when the same is actually received (if a Business Day, or if not, on the next succeeding Business Day) if sent either by courier or delivery service or registered or certified mail, postage and charges prepaid, or by facsimile, if such facsimile is followed by a hard copy of the facsimile communication sent by registered or certified mail, postage and charges prepaid, addressed as follows, or to such other address as such person may from time to time specify by notice to the Member:

WILLIAMS ALASKA PIPELINE COMPANY, L.L.C.  
Attn: Legal Department  
One Williams Center  
Tulsa, OK 74172  
Facsimile: (918) 573-4503

And

WILLIAMS ALASKA PIPELINE COMPANY, L.L.C.  
Attn: Vice President  
One Williams Center, Suite 720-A  
Tulsa, OK 74172  
Facsimile: (918) 573-6865

Section 4.2 Binding Effect. Except as otherwise provided herein, every covenant, term and provision hereof shall be binding upon and inure to the benefit of the Member and its permitted successors, transferees, and assigns (including any assignee for security purposes or person holding a security interest).

Section 4.3 Severability. Except as otherwise provided in the succeeding sentence, every provision of this Operating Agreement is intended to be severable, and, if any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Operating Agreement. The preceding sentence of this Section shall be of no force or effect if the consequence of enforcing the remainder of this Operating Agreement without such illegal or invalid term or provision would be to cause any Member to lose the benefit of its economic bargain.

Section 4.4 Indemnification. Officers shall have right to indemnification from the Company and to the advancement of expenses in connection therewith to the fullest extent permitted by law, including, but not limited to, indemnification of an Officer for judgments, settlements, penalties, fines or expenses incurred in any proceeding because he or she is or was an Officer.

Section 4.5 Survival of Indemnification Obligations. All indemnities provided for herein shall survive the transfer of any Member interest and the liquidation of the Company.

Section 4.6 Tax Matters. The Member shall cause to be prepared and filed all necessary federal and state income tax returns for the Company. The Member intends for the Company to be treated as a partnership, and not as an association taxable as a corporation, for federal and state income tax purposes, but not for any other purposes.

Section 4.7 Choice of Law. This Operating Agreement shall be construed and interpreted according to the laws of the State of Delaware.

EXECUTED this 21<sup>st</sup> day of March, 2000.

WILLIAMS ENERGY SERVICES

By   
\_\_\_\_\_  
Steven J. Malcolm, President

**Federal  
Supplemental  
Question 1c**

**State of Alaska**  
**Department of Community and Economic Development**  
**Division of Banking, Securities and Corporations**

**CERTIFICATE**  
**OF**  
**COMPLIANCE**

The undersigned, as Commissioner of Commerce and Economic Development of the State of Alaska, and custodian of corporation records for said state, hereby certifies that

**WILLIAMS ALASKA PIPELINE COMPANY, L.L.C.**

authorized to transact business in Alaska as

**WILLIAMS ALASKA PIPELINE COMPANY, L.L.C.**

is a limited liability company organized under the laws of **DELAWARE** and on **APRIL 17, 2000** qualified as a limited liability company authorized to do business in Alaska.

I FURTHER CERTIFY that said company is in good standing and has filed all biennial reports due at this time and has paid all biennial fees due and payable at this time.

No information is available in this office on the financial condition, business activity or practices of this company.

IN TESTIMONY WHEREOF, I execute this certificate and  
affix the Great Seal of the State of Alaska on  
**FEBRUARY 9, 2001**



Deborah B. Sedwick  
Commissioner of Community  
and Economic Development

*State of Delaware*  
*Office of the Secretary of State*

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PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT "WILLIAMS ALASKA PIPELINE COMPANY, L.L.C." IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE NOT HAVING BEEN CANCELLED OR REVOKED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.

THE FOLLOWING DOCUMENTS HAVE BEEN FILED:

CERTIFICATE OF FORMATION, FILED THE TWENTY-FIRST DAY OF MARCH, A.D. 2000, AT 12 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

3197923 8310

AUTHENTICATION: 0967785

010069547

DATE: 02-12-01

**Federal  
Supplemental  
Question Id**

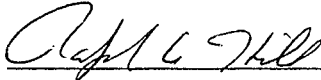


WILLIAMS ALASKA PIPELINE COMPANY, L.L.C.

CERTIFICATE OF SECRETARY

The undersigned hereby certifies that she is the duly elected and acting Secretary of Williams Alaska Pipeline Company, L.L.C., a Delaware limited liability company (the "Company"), and hereby further certifies as follows:

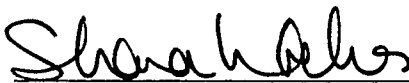
1. Attached hereto as Exhibit A is a true and complete copy of resolutions duly adopted by the Board of Directors of the Company effective February 23, 2001. Such resolutions have neither been modified nor rescinded since their adoption and are in full force and effect as of the date hereof. Such resolutions are the only resolutions adopted by the Board of Directors of the Company relating to the renewal of the Company's interest in the Trans-Alaska Pipeline System.

2. The below named persons are duly elected and qualified officers of the Company holding the offices set forth below opposite his/her respective name, and the signature set forth below opposite his/her respective name is the genuine signature of such person.

<u>Name</u>	<u>Office</u>	<u>Signature</u>
Ralph A. Hill	Senior Vice President	<u></u>
Michael N. Mears	Vice President	<u></u>
Shawna L. Gehres	Secretary	<u></u>

IN WITNESS WHEREOF, the undersigned has executed this certificate and affixed the seal of the Company on this 13<sup>th</sup> day of March, 2001.

[SEAL]

By:   
Name: Shawna L. Gehres  
Title: Secretary of Williams Alaska Pipeline Company, L.L.C.

STATE OF OKLAHOMA                    )  
  ) ss:  
COUNTY OF TULSA                    )

BEFORE ME, the undersigned, a Notary Public in and for the State of Oklahoma, County of Tulsa, on this day personally appeared Shawna L. Gehres, known to me to be the person whose name is subscribed to the foregoing instrument, who being duly sworn, did say that she is the Secretary of Williams Alaska Pipeline Company, L.L.C., a Delaware limited liability company, and acknowledged to me that she executed said instrument as her free act and deed in said capacity, and as the free act and deed of said company, and that the affixed seal is the corporate seal of said company.

GIVEN under my hand and seal of office this 13th day of March, 2001.

          Cynthia S. Goins            
Notary Public

[SEAL]

My commission expires on:           10/03/03

**EXHIBIT A  
TO  
CERTIFICATE OF SECRETARY**

Resolutions

**WHEREAS**, the Corporation (i) is party to an Agreement and Grant of Right of Way for the Trans-Alaska Pipeline System ("TAPS") with the United States of America (the "Federal Grant") and (ii) has been granted a Right of Way Lease for the Trans-Alaska Pipeline by the State of Alaska (the "State Lease"); and

**WHEREAS**, the Federal Grant expires on January 22, 2004 and the State Lease expires on May 2, 2004; and

**WHEREAS**, contemporaneous with the expiration of the Federal Grant and State Lease, the Corporation's interests in various Related Facilities, as that term is defined in the Federal Grant and State Lease, and other rights and interests pertaining to TAPS held under instruments from the United States of America, the State of Alaska, and private individuals and entities (collectively, all of the forgoing interests, including the Federal Grant and the State Lease, are referred to as the "TAPS Interests") will also expire; and

**WHEREAS**, it is in the best interest of the Corporation to renew the TAPS Interests; and

**WHEREAS**, the process of renewing the Federal Grant and other of the TAPS Interests requires the filing of an Application for Transportation and Utility Systems and Facilities on Federal Lands on Standard Form 299 ("SF 299") and the process of seeking renewal of the State Lease and other of the TAPS Interests requires the filing of an application for renewal (the "State Application") (collectively, SF 299 and the State Application are referred to as the "Applications"); and

**WHEREAS**, the Corporation desires to authorize (i) the preparation and filing of the Applications and any and all other actions deemed necessary or advisable in connection with the renewal of the TAPS Interests and (ii) the execution of documents evidencing renewal of the TAPS Interests (the "Final TAPS Renewal Documents"); and

**NOW, THEREFORE, BE IT RESOLVED**, that the Corporation is authorized to prepare, execute and deliver (i) the Applications and the exhibits and attachments thereto, and any amendments thereto, (ii) all other instruments and documents as may be required by the granting authorities, or as may be deemed necessary or advisable by the Corporation, in connection with the processing of the Applications and the renewal of the TAPS Interests, including but not limited to a duration report, an environmental report, and a compliance report, and (iii) documentation evidencing the Final TAPS Renewal Documents; and

**FURTHER RESOLVED**, that the President and any Vice President ("Authorized Officers") of the Corporation be, and each of them hereby is, authorized, for and on behalf of the Corporation, to execute and deliver the Applications and documentation evidencing the Final TAPS Renewal Documents and any and all supporting documentation, in such form as the Authorized Officer

executing and delivering the same in his discretion may approve, such execution to be conclusive evidence of such approval; and

**FURTHER RESOLVED**, that the officers and agents of the Corporation are authorized and directed to take such actions as they deem necessary or advisable to further and complete the renewal of TAPS Interests; and

**FURTHER RESOLVED**, that the Corporation is authorized to designate as agent both persons employed by the Corporation and persons and entities not employed by the Corporation; and

**FURTHER RESOLVED**, that the officers of the Corporation are authorized to execute a Power of Attorney or other evidence of authority designating the Project Manager as agent of the Corporation with full authority to act on behalf of the Corporation in connection with the renewal of the TAPS Interests; and

**FURTHER RESOLVED**, that the officers and agents of the Corporation be, and each of them hereby is, authorized and directed, for and on behalf of the Corporation, to take such actions and to execute and deliver such documents and papers as they deem necessary or advisable to perform and comply with the requirements of the Applications, to complete the renewal of the TAPS Interests, and to effect the purposes of the foregoing resolutions as contemplated herein; and with the authority granted herein to the officers and agents being non-exclusive.

# **Federal Supplemental Question 1e**

# Subsidiary Hierarchy Report

Tuesday, March 06, 2001

## The Williams Companies, Inc.

Subsidiary	Owned by Parent
<b>Arctic Fox Assets, L.L.C.</b> (Delaware) One Williams Center Tulsa, OK 74172	100%
<b>Williams Mobile Bay Producer Services, L.L.C. *</b> (Delaware) One Williams Center Tulsa, OK 74172	100%
<b>Beech Grove Processing Company *</b> (Tennessee) 100 Coal Drive London, KY 40741	100%
<b>Tennessee Processing Company</b> (Delaware) Beech Grove Processing Company P.O. Box 547 Lake City, TN 37769	100%
<b>Energy News Live, LLC</b> (Delaware) One Williams Center Tulsa, OK 74172 USA	100%
<b>Garrison, L.L.C. *</b> (Delaware) One Williams Center Tulsa, OK 74172 USA	56%
<b>Castle Associates, L.P.</b> (Delaware) One Williams Center Tulsa, OK 74172	100%
<b>Williams Headquarters Building, L.L.C. *</b> (Delaware) One Williams Center Tulsa, OK 74172	100%
<b>Inland Ports, Inc. *</b> (Tennessee) 100 Coal Drive London, KY 40741	100%

<b>Langside Limited *</b> <b>(Bermuda)</b> One Williams Center Tulsa, Oklahoma 74172 USA	100%
<b>Laughton, L.L.C. *</b> <b>(Delaware)</b> One Williams Center Tulsa, OK 74172 USA	40.7%
<b>MAPCO Indonesia Inc.</b> <b>(Delaware)</b> None given	100%
<b>P.T. MAPCO Indonesia *</b>  None given	5%
<b>Realco Realty Corp. *</b> <b>(Delaware)</b> One Williams Center Tulsa, OK 74172	100%
<b>Realco of Crown Center, Inc.</b> <b>(Delaware)</b> One Williams Center Tulsa, OK 74172	100%
<b>Realco of San Antonio, Inc.</b> <b>(Delaware)</b> One Williams Center Tulsa, OK 74172	100%
<b>The Oklahoma Eagle, L.L.C. *</b> <b>(Oklahoma)</b> 624 East Archer Tulsa, OK 74120	35%
<b>The Tennessee Coal Company *</b> <b>(Delaware)</b> One Williams Center Tulsa, OK 74172	100%
<b>Transco Energy Company *</b> <b>(Delaware)</b> P. O. Box 1396 Houston, TX 77251	100%

**Energy Tech, Inc.** 100%  
(Delaware)  
P. O. Box 1396  
Houston, TX 77251-1396

**Transco Coal Gas Company** 100%  
(Delaware)  
P. O. Box 1396  
Houston, TX 77251

**Transco Energy Investment Company** 100%  
(Delaware)  
P. O. Box 1396  
Houston, TX 77251-1396

**Transco Exploration Company** 100%  
(Delaware)  
P. O. Box 1396  
Houston, TX 77251-1396

**Transco Gas Company** 100%  
(Delaware)  
P. O. Box 1396  
Houston, TX 77251-1396

**Border Gas, Inc.** 10%  
(Delaware)  
2800 Post Oak Blvd.  
Houston, TX 77056

**Liberty Operating Company** 100%  
(Delaware)  
2800 Post Oak Blvd.  
Houston, TX 77056

**NESP Supply Corp.** 33.33%  
(Delaware)  
P. O. Box 1396  
Houston, Texas 77251

**Transco Liberty Pipeline Company** 100%  
(Delaware)  
2800 Post Oak Blvd.  
Houston, TX 77056

**Transeastern Gas Pipeline Company, Inc.** 100%  
(Delaware)  
P. O. Box 1396  
Houston, TX 77251-1396

**Transco P-S Company** 100%

(Delaware)  
P. O. Box 1396  
Houston, TX 77251

**Transco Resources, Inc.** 100%  
(Delaware)  
P. O. Box 1396  
Houston, TX 77251

**Magnolia Methane Corp.** 100%  
(Delaware)  
1100 Louisiana, Suite 3500  
Houston, Texas 77002

**Transco Terminal Company** 100%  
(Delaware)  
P. O. Box 1396  
Houston, TX 77251-1396

**Transco Tower Realty, Inc.** 100%  
(Delaware)  
P. O. Box 1396  
Houston, TX 77251-1396

**Tulsa Williams Company \*** 100%  
(Delaware)  
One Williams Center  
Tulsa, OK 74172

**Valley View Coal, Inc. \*** 100%  
(Tennessee)  
100 Coal Drive  
London, KY 40741

**WHD Enterprises, Inc. \*** 100%  
(Delaware)  
One Williams Center  
Tulsa, OK 74172

**WilMart, Inc. \*** 100%  
(Delaware)  
One Williams Center  
Tulsa, OK 74172

**Williams Acquisition Holding Company, Inc. \*** 100%  
(New Jersey)  
One Williams Center  
Tulsa, OK 74172

**Fishhawk Ranch, Inc.** 100%

(Florida)  
P.O. Box 2400  
Tulsa, OK 74102

Reserveco Inc. 15%

None given

Williams Acquisition Holding Company, Inc. (Del) \* 100%  
(Delaware)  
One Williams Center  
Tulsa, OK 74172

Williams Aircraft, Inc. \* 100%  
(Delaware)  
One Williams Center  
Tulsa, OK 74172

ChoiceSeat, L.L.C. \* 100%  
(Delaware)  
One Williams Center  
Tulsa, OK 74172 USA

Volunteer - Williams, L.L.C. 100%  
(Delaware)  
One Williams Center  
Tulsa, OK 74172

Eagle Gas Services, Inc. \* 100%  
(Ohio)  
None given

Erie & Hudson Development Company 100%  
} (Ohio)  
2602 Oakstone Drive  
Columbus, OH 43231

Utility Management Corporation \* 100%  
(Delaware)  
One Jackson Place  
188 East Capitol Street, Suite 200  
Jackson, MS 39201

Williams Communications Aircraft, LLC 100%  
(Delaware)  
One Williams Center  
Tulsa, OK 74172

Williams Indonesia, L.L.C. \* 100%  
(Delaware)

One Williams Center  
Tulsa, OK 74172

**PT Marga Mandalasakti - Tollroad project** %

None given

**Williams International Investments (Cayman)  
Limited  
(Cayman Islands)  
One Williams Center  
Tulsa, Oklahoma 74172 USA** 100%

**The Asian Infrastructure Fund  
(Cayman Islands)  
None given** 79.56%

**Williams Resource Center, L.L.C. \*  
(Delaware)  
One Williams Center  
Tulsa, OK 74172** 100%

**Williams Communications Group, Inc. \*  
(Delaware)  
One Williams Center  
Tulsa, OK 74172** 85%

**Williams Communications, LLC  
(Delaware)  
One Williams Center  
Tulsa, OK 74172 USA** 100%

**Accelerated Networks, Inc. \*** 1.78%  
  
None given

**Amber Networks, Inc. \*** .9%  
  
None given

**Ariba** .01%  
  
None given

**Avici Systems Inc. \*** 1.5%  
  
None given

**Avici Systems Inc. \*** %

None given

<b>Axient Communications, Inc. *</b> <b>(Arizona)</b> Axient Communications, Inc. 8936 N. Central Avenue Phoenix, AZ 85020	8%
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<b>Battery Ventures Convergence Fund, L.P.</b>	12.5%
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None given

<b>Breakway Solutions *</b>	.02%
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None given

<b>CSI Incorporated *</b> <b>(Delaware)</b> None given	49.99%
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<b>Centennial Strategic Partners VI Fund, L.L.P.</b>	10%
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None given

<b>Charlotte's Networks, Inc. *</b>	2%
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None given

<b>Cisco Systems *</b>	.01%
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None given

<b>Clear Data *</b>	19.9%
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None given

<b>Compass Telecommunications, Inc. *</b> <b>(Nevada)</b> Compass Telecommunications, Inc. 7001 N. Scottsdale Road, Suite 2000 Scottsdale, AZ 85250	19.9%
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<b>Concentric Network Corporation *</b> <b>(Delaware)</b> None given	11.5%
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<b>Corvis Corporation *</b>	1.5%
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None given

**Corvis Corporation \***

%

None given

**Critical Connections, Inc. \***

100%

(Delaware)

2800 Post Oak Blvd.

MD 25-12

Houston, TX 77056

**Data Communications 2000, Inc. \***

100%

(California)

None given

**EPOCH Networks, Inc. \***

7.6%

(California)

None given

**FTV Communications LLC \***

33%

(Delaware)

None given

**Hostcentric, Inc. \***

4%

(Delaware)

Hostcentric, Inc.

Three Riverway, Suite 1430

Houston, TX 77056

**IPVERSE, Inc. \***

1.1%

(Delaware)

None given

**Internet Telemetry Corp. \***

5%

(Oklahoma)

Internet Telemetry Corp

P O Box 470248

Tulsa, OK 74147

**Intersys Mexico, SA de CV \***

100%

(Mexico)

Av. Constituyentes No. 908

Col. Lomas Atlas

C.P. 11950 Mexico, D.F.

Mexico

Mexico

<b>Laughton, L.L.C. *</b> (Delaware) One Williams Center Tulsa, OK 74172 USA	1.7%
<b>Light Year (Formerly Unidial) *</b> (Delaware) None given	12.3%
<b>Mahi Networks, Inc.</b> None given	2%
<b>Maritel, Inc. *</b> (Tennessee) None given	%
<b>NETtel Communications, Inc. *</b> None given	6.1%
<b>NETtel Communications, Inc. *</b> None given	%
<b>NETtel Corporation *</b> None given	%
<b>Optical Networks, Incorporated *</b> None given	1.22%
<b>Pinnacle Systems, Inc. *</b> (Delaware) 75 Technology Drive Lowell, MA 12/14/1999	.07%
<b>Prism Communications Services, Inc. *</b> None given	1%
<b>Sonus Networks, Inc. *</b> None given	.5%
<b>SportVision *</b>	5.9%

None given

**Telica, Inc.** 3%

None given

**Tenor Networks, Inc. \*** .7%

None given

**The Management Network Group, Inc.** 1.8%

None given

**UtiliCom Networks, Inc. \*** 1%

None given

**WCS Communications Systems, Inc. \*** 100%  
(Delaware)  
One Williams Center  
Tulsa, OK 74172

**Williams Communications Group PTE Ltd. \*** 100%  
(Singapore)  
9 Raffles Place  
#55-01  
Republic Plaza  
Singapore 048619

**Williams Communications Group, Ltd. \*** 100%  
(England)  
None given

**Vyvx International Ltd** 100%  
} (England)  
None given

**Williams Communications Procurement, L.L.C. \*** 100%  
(Delaware)  
One Williams Center  
Tulsa, OK 74172

**Williams Communications Procurement, LP \*** 99%  
} (Delaware)  
None given

**Williams Communications Procurement, LP \*** 1%

(Delaware)  
None given

**Williams Communications Solutions, LLC \*** 70%  
(Delaware)  
2800 Post Oak Blvd.  
Houston, TX 77056

**WCS, Inc.** 100%  
} (Delaware)  
2800 Post Oak Boulevard  
Houston, TX 77056

**Williams Communications Canada, Inc. \*** 100%  
} (Canada)  
2235 Sheppard Avenue East  
Suite 1500  
Willowdale, Ontario M2J 5B5 Canada

**Williams Communications of Virginia, Inc. \*** 100%  
(Virginia)  
One Williams Center  
Tulsa, OK 74172

**Williams Global Communications Holdings, Inc. \*** 50%  
(Delaware)  
One Williams Center  
Tulsa, Oklahoma 74172 USA

**Williams Communications Participations Holdings GmbH** 100%  
  
One Williams Center  
Tulsa, Oklahoma 74172 USA

**Williams Communications Participations GmbH** 100%  
  
One Williams Center  
Tulsa, Oklahoma 74172 USA

**Williams Communications (Cayman) Limited** 100%  
} (Cayman Islands)  
802 West Bay Road  
P.O. Box 32366 SMB  
Grand Cayman, Cayman Islands Cayman Islands

**Williams Comunicaciones Chile Limitada \*** 1%  
(Chile)  
None given

<b>Williams International Telecom (Chile) Limited *</b> <b>(Cayman Islands)</b> One Williams Center Tulsa, Oklahoma 74172 USA	100%
<b>Telefonica Manquehue, S.A.</b> None given	16.46%
<b>Williams Comunicaciones Chile Limitada *</b> <b>(Chile)</b> None given	99%
<b>Williams Communications Australia Pty. Limited</b> <b>} (Australia)</b> One Williams Center Tulsa, Oklahoma 74172 USA	100%
<b>WilTel Communications Pty Limited *</b> <b>(Australia)</b> One Williams Center Tulsa, Oklahoma 74172 USA	100%
<b>PowerTel Limited *</b> <b>(Australia)</b> Level 11, 55 Clarence Street Sydney NSW 2000 Australia Australia	45%
<b>Williams Communications K.K.</b> <b>} (Japan)</b> None given	100%
<b>Williams Communications UK Limited</b> <b>} (England)</b> None given	100%
<b>Williams International ATL Limited *</b> <b>(Cayman Islands)</b> One Williams Center Tulsa, Oklahoma 74172 USA	100%
<b>ATL - Algar Telecom Leste, S. A. *</b> <b>} (Brazil)</b> Rua Mena Barreto, 42 Botafogo Rio de Janeiro, RJ Brazil 22271-100	15%

Brazil

<b>ATL Cayman International</b> <b>} (Cayman Islands)</b> P.O. Box 309, Ugland House South Church Street Grand Cayman, Cayman West Indies British West Indies Cayman Islands	100%
<b>Johi Representacoes Ltda</b> <b>} (Brazil)</b> One Williams Center Tulsa, OK 74172 USA	100%
<b>ATL - Algar Telecom Leste, S. A. *</b> <b>} (Brazil)</b> Rua Mena Barreto, 42 Botafogo Rio de Janeiro, RJ Brazil 22271-100 Brazil	35%
<b>ATL Cayman International</b> <b>} (Cayman Islands)</b> P.O. Box 309, Ugland House South Church Street Grand Cayman, Cayman West Indies British West Indies Cayman Islands	100%
<b>SKTI-US L.L.C.</b> <b>} (Delaware)</b> None given	50%
<b>Williams International Australian Telecom Limited *</b> <b>(Cayman Islands)</b> One Williams Center Tulsa, Oklahoma 74172 USA	100%
<b>Williams International Ventures Company *</b> <b>(Delaware)</b> One Williams Center Tulsa, OK 74172	100%
<b>Williams Global Communications Holdings, Inc. *</b> <b>} (Delaware)</b> One Williams Center Tulsa, Oklahoma 74172 USA	50%

<b>Williams Communications Participations Holdings GmbH</b>	100%
One Williams Center Tulsa, Oklahoma 74172 USA	
<b>Williams Communications Participations GmbH</b>	100%
One Williams Center Tulsa, Oklahoma 74172 USA	
<b>Williams Communications (Cayman) Limited (Cayman Islands)</b> 802 West Bay Road P.O. Box 32366 SMB Grand Cayman, Cayman Islands Cayman Islands	100%
<b>Williams Comunicaciones Chile Limitada * (Chile)</b> None given	1%
<b>Williams International Telecom (Chile) Limited * (Cayman Islands)</b> One Williams Center Tulsa, Oklahoma 74172 USA	100%
<b>Telefonica Manquehue, S.A.</b>  None given	16.46%
<b>Williams Comunicaciones Chile Limitada * (Chile)</b> None given	99%
<b>Williams Communications Australia Pty. Limited (Australia)</b> One Williams Center Tulsa, Oklahoma 74172 USA	100%
<b>WilTel Communications Pty Limited * (Australia)</b> One Williams Center Tulsa, Oklahoma 74172 USA	100%
<b>PowerTel Limited * (Australia)</b> Level 11, 55 Clarence Street Sydney NSW 2000 Australia Australia	45%

<b>Williams Communications K.K. (Japan)</b> None given	100%
<b>Williams Communications UK Limited (England)</b> None given	100%
<b>Williams Learning Network, Inc. *</b> <b>(Delaware)</b> 111 East First Street Tulsa, OK 74103	100%
<b>Williams Local Network, LLC (Delaware)</b> One Williams Center Tulsa, OK 74172 USA	100%
<b>Williams Technology Center, LLC (Delaware)</b> None given	100%
<b>XO Communications, Inc.</b>  None given	1.14%
<b>XStreamSports, Inc.</b>  None given	4%
<b>Zaffire Inc. *</b>  None given	1%
<b>Ziplink, Inc. *</b>  None given	1.68%
<b>Williams Energy Company *</b> <b>(Delaware)</b> One Williams Center Tulsa, OK 74172	100%
<b>Williams Energy Services *</b> <b>(Delaware)</b> One Williams Center Tulsa, Oklahoma 74172	100%

<b>Longhorn Enterprises of Texas, Inc. *</b> <b>(Delaware)</b> 300 Delaware Avenue, 9th Floor Wilmington, DE 19801	100%
<b>Longhorn Partners Pipeline, L.P. *</b> <b>(Delaware)</b> None given	%
<b>MAPCO Inc. (DE) *</b> <b>(Delaware)</b> None given	100%
<b>FleetOne Inc. *</b> <b>(Delaware)</b> None given	100%
<b>Gas Supply, L.L.C.</b> <b>(Delaware)</b> One Williams Center Tulsa, OK 74172 USA	100%
<b>MAPCO Alaska Inc.</b> <b>(Alaska)</b> None given	100%
<b>MAPCO Canada Energy Inc.</b> <b>(Canada)</b> None given	100%
<b>MAPCO Energy Services, L.L.C.</b> <b>(Delaware)</b> None given	100%
<b>Discovery Gas Transmission LLC</b> <b>} (Delaware)</b> One Williams Center Tulsa, OK 74172 USA	50%
<b>Discovery Producer Services LLC</b> <b>} (Delaware)</b> None given	50%
<b>MAPCO Impressions Inc.</b> <b>(Oklahoma)</b> None given	100%
<b>P.T. MAPCO Indonesia *</b>	95%

None given

**TouchStar Technologies, L.L.C.** 100%  
(Delaware)  
None given

**Servicios de TouchStar de Mexico S.A. de C.V. \*** 90%  
} (Mexico)  
One Williams Center  
Tulsa, Oklahoma 74172 USA

**TouchStar Europe, B.V.** %  
} (Netherlands)  
One Williams Center  
Tulsa, Oklahoma 74172 USA

**TouchStar Pacific Pty Limited** 100%  
} (Australia)  
Unit 1  
100 Asquith Street  
Silverwater, NSW 2128 Australia

**TouchStar Technologies Limited** 100%  
} (England)  
One Williams Center  
Tulsa, Oklahoma 74172 USA

**TouchStar de Mexico S.A. de C.V. \*** 90%  
} (Mexico)  
One Williams Center  
Tulsa, Oklahoma 74172 USA

**TouchSystems (Australia) Pty. Ltd.** 100%  
} (Australia)  
One Williams Center  
Tulsa, Oklahoma 74172 USA

**TouchSystems (Pty) Ltd.** 100%  
} (South Africa)  
One Williams Center  
Tulsa, Oklahoma 74172 USA

**Williams Energy, L.L.C.** 100%  
(Delaware)  
None given

**Williams Gas Pipeline - Alliance Canada, Inc.** 100%  
(New Brunswick)  
None given

<b>Williams Natural Gas Liquids Canada, Inc.</b> <b>(Alberta)</b> None given	100%
<b>WPX Enterprises, Inc. *</b> <b>(Delaware)</b> 900 Market Street Wilmington, DE 19801	100%
<b>Williams Production - Gulf Coast Company, L.P. *</b> <b>(Delaware)</b> One Williams Center Tulsa, OK 74172	99%
<b>Williams Alaska Pipeline Company, L.L.C. *</b> <b>(Delaware)</b> One Williams Center Tulsa, OK 74172 USA	100%
<b>Williams Energy Partners L.P. *</b> <b>(Delaware)</b> None given	99%
<b>Williams Energy Ventures, Inc. *</b> <b>(Delaware)</b> P.O. Box 3448 Tulsa, OK 74101	100%
<b>Nebraska Energy, L.L.C.</b> <b>(Kansas)</b> 605 12th Street Aurora, NE 68818	71%
<b>WilJet, L.L.C.</b> <b>(Arizona)</b> None given	50%
<b>Williams Bio-Energy, LLC</b> <b>(Delaware)</b> One Williams Center Tulsa, OK 74172 USA	100%
<b>Williams Ethanol Services, Inc.</b> <b>(Delaware)</b> 1300 South Second Street Pekin, IL 61554	100%
<b>Williams Pipelines Holdings, L.L.C.</b> <b>(Delaware)</b>	100%

One Williams Center  
Tulsa, OK 74172 USA

<b>Williams Terminals Holdings, L.L.C.</b> (Delaware) None given	100%
--	------

<b>Williams Field Services Group, Inc *</b> (Delaware) P.O. Box 3102 Tulsa, OK 74101	100%
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<b>Black Marlin Pipeline Company</b> (Texas) None given	100%
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<b>Carbon County UCG, Inc.</b> (Delaware) P.O. Box 3102 Tulsa, OK 74101	100%
--	------

<b>WBI Offshore Pipeline, Inc.</b> (Delaware) None given	100%
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<b>WFS - Liquids Company</b> (Delaware) P. O. Box 3102 Tulsa, OK 74101	100%
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<b>HI-BOL Pipeline Company</b> } (Delaware) P. O. Box 1396 Houston, TX 77251-1396	100%
--	------

<b>WFS - Offshore Gathering Company *</b> } (Delaware) P. O. Box 3102 Tulsa, OK 74101	100%
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<b>WFS - Pipeline Company *</b> } (Delaware) P. O. Box 3102 Tulsa, OK 74101	100%
--	------

<b>Webb/Duval Gatherers *</b>  None given	25%
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**WFS - OCS Gathering Co.** 100%  
**(Delaware)**  
P.O. Box 3102  
Tulsa, OK 74101

**Webb/Duval Gatherers \*** 51%

None given

**WFS Enterprises, Inc.** 100%  
**(Delaware)**  
900 Market Street  
Wilmington, DE 19801

**Williams Field Services - Gulf Coast Company, L.P.** 99%  
**\***  
**} (Delaware)**  
Houston, Texas

**Tarpon Transmission Company** 80%

None given

**WFS Gathering Company, L.L.C.** 100%  
**(Delaware)**  
WFS Gathering Company, L.L.C.  
Attn: Legal Department  
One Williams Center  
Tulsa, OK 74172 USA

**Goebel Gathering Company, L.L.C.** 100%  
**} (Delaware)**  
None given

**Williams Field Services Company** 100%  
**(Delaware)**  
P.O. Box 3102  
Tulsa, OK 74101

**Williams Field Services - Gulf Coast Company, L.P.** 1%  
**\***  
**} (Delaware)**  
Houston, Texas

**Tarpon Transmission Company** 80%

None given

**Williams Gas Processing - Gulf Coast Company,** 1%  
**L.P. \***

} (Delaware)  
2800 Post Oak Blvd.  
Houston, TX 77056

**Williams Mobile Bay Producer Services, L.L.C. \*** 100%  
}  
(Delaware)  
One Williams Center  
Tulsa, OK 74172

**Williams Oil Gathering, L.L.C. \*** 100%  
}  
(Delaware)  
Attn: Legal Department  
One Williams Center  
Tulsa, OK 74172 USA

**Williams Gas Processing - Kansas Hugoton Company** 100%  
(Delaware)  
One Williams Center  
Tulsa, OK 74172

**Williams Gas Processing - Mid-Continent Region Company** 100%  
(Delaware)  
P.O. Box 3102  
Tulsa, OK 74101

**Williams Gas Processing - Wamsutter Company** 100%  
(Delaware)  
One Williams Center  
Tulsa, OK 74172

**Williams Gas Processing Company** 100%  
(Delaware)  
P.O. Box 3102  
Tulsa, OK 74101

**Williams GP LLC \*** 100%  
(Delaware)  
None given

**Williams Energy Partners L.P. \*** 1%  
(Delaware)  
None given

**Williams Merchant Services Company, Inc. \*** 100%  
(Delaware)  
One Williams Center  
Tulsa, OK 74172

<b>Williams Energy Marketing &amp; Trading Company</b> <b>(Delaware)</b> One Williams Center Tulsa, OK 74172	100%
<b>Beaver Dam Wash Energy, LLC</b> <b>} (Delaware)</b> One Williams Center Tulsa, OK 74172 USA	70%
<b>EIP Holdings LLC</b> <b>} (Delaware)</b> None given	20%
<b>TP Holdings LLC</b>  None given	66.34%
<b>Tradespark LP</b>  None given	66.34%
<b>F T &amp; T, Inc. *</b> <b>} (Delaware)</b> P.O. Box 3102 Tulsa, OK 74101	100%
<b>GLNRP Holdings, L.L.C.</b> <b>} (Oklahoma)</b> None given	%
<b>Gulf Liquids New River Project LLC</b> <b>} (Delaware)</b> None given	100%
<b>Hazleton Fuel Management Company *</b> <b>} (Delaware)</b> 2800 Post Oak Blvd. Houston, TX 77056	100%
<b>Hazleton Pipeline Company</b> <b>} (Delaware)</b> 2800 Post Oak Blvd. Houston, TX 77056	100%
<b>TM Cogeneration Company</b> <b>} (Delaware)</b> P. O. Box 1396 Houston, TX 77251	100%

<b>Joshua Tree Energy, LLC</b> } (Delaware) One Williams Center Tulsa, OK 74172 Usa	70%
<b>Laughton, L.L.C. *</b> } (Delaware) One Williams Center Tulsa, OK 74172 USA	27.9%
<b>Littlefield Energy, LLC</b> } (Delaware) One Williams Center Tulsa, Ok 74172 USA	70%
<b>Memphis Generation, L.L.C.</b> } (Delaware) One Williams Center Tulsa, OK 74172 USA	100%
<b>Millennium Energy Fund, L.L.C.</b> } (Delaware) P.O. Box 22078 Tulsa, OK 74121	2%
<b>Rio Vista Energy Marketing Company, L.L.C.</b> } (Delaware) 2019 Westwind Drive Suite A Bakersfield, CA 93301	100%
<b>SPV, L.L.C.</b> } (Oklahoma) None given	100%
<b>Terrebonne Pipeline Company *</b> } (Delaware) Tulsa, OK 74172 USA	100%
<b>TransNetwork Holding Company *</b> } (Delaware) One Williams Center Tulsa, OK 74172	100%
<b>Williams Energy Network, Inc.</b> } (Delaware) One Williams Center Tulsa, OK 74172	100%

<b>Transco Energy Marketing Company</b> <b>} (Delaware)</b> One Williams Center Tulsa, OK 74172	100%
 <b>Williams Gas Company *</b> <b>} (Delaware)</b> One Williams Center Tulsa, OK 74172	100%
 <b>TXG Gas Marketing Company *</b> <b>} (Delaware)</b> P. O. Box 1396 Houston, TX 77251-1396	100%
 <b>Williams Distributed Power Services, Inc. *</b> <b>} (Delaware)</b> One Williams Center Tulsa, OK 74172 USA	100%
 <b>Aurex LPG Sp. z.o.o *</b> <b>} (Poland)</b> None given	49%
 <b>Capstone Turbine Corporation</b>  None given	%
 <b>Distributed Power Solutions L.L.C.</b> <b>} (Delaware)</b> One Williams Center Tulsa, OK 74172	100%
 <b>ESPAGAS USA, Inc. *</b> <b>} (Delaware)</b> None given	100%
 <b>ESPAGAS, S.A. de C.V. *</b> <b>} (Mexico)</b> One Williams Center Tulsa, Oklahoma 74172 USA	10%
 <b>Servicios de ESPAGAS. S.A. de C.V. *</b> <b>} (Mexico)</b> One Williams Center Tulsa, Oklahoma 74172 USA	10%
 <b>Servicios de TouchStar de Mexico S.A. de C.V. *</b>	10%

<b>} (Mexico)</b> One Williams Center Tulsa, Oklahoma 74172 USA	
<b>TouchStar de Mexico S.A. de C.V. *</b> <b>} (Mexico)</b> One Williams Center Tulsa, Oklahoma 74172 USA	10%
<b>ESPAGAS, S.A. de C.V. *</b> <b>} (Mexico)</b> One Williams Center Tulsa, Oklahoma 74172 USA	90%
<b>Servicios de ESPAGAS. S.A. de C.V. *</b> <b>} (Mexico)</b> One Williams Center Tulsa, Oklahoma 74172 USA	90%
<b>Touchstar Energy Technologies, Inc. *</b> <b>} (Texas)</b> None given	100%
<b>Solutions EMT, Inc.</b>  None given	100%
<b>Williams Flexible Generation, LLC</b> <b>} (Delaware)</b> None given	100%
<b>Williams Gathering &amp; Transportation, L.L.C. *</b> <b>} (Oklahoma)</b> One Williams Center Tulsa, OK 74172	100%
<b>Williams Independence Marketing Company</b> <b>} (Delaware)</b> One Williams Center Tulsa, OK 74172	100%
<b>Worthington Generation, L.L.C.</b> <b>} (Delaware)</b> One Williams Center Tulsa, OK 74172 USA	100%
<b>e-Speed, Inc.</b>  None given	1.52%

<b>Williams Pipe Line Company</b> <b>(Delaware)</b> P.O. Box 3448 Tulsa, OK 74101	100%
<b>WillBros Terminal Company *</b> <b>(Delaware)</b> P.O. Box 3448 Tulsa, OK 74101	100%
<b>Williams Pipe Line Company of Wisconsin *</b> <b>(Wisconsin)</b> One Williams Center Tulsa, Oklahoma 74172	100%
<b>Williams Production Company</b> <b>(Delaware)</b> P.O. Box 3102 Tulsa, OK 74101	100%
<b>WPX Gas Resources Company *</b> <b>(Delaware)</b> P.O. Box 3102 Tulsa, OK 74101	100%
<b>Williams Energy Services, LLC</b> <b>(Delaware)</b> One Williams Center Tulsa, OK 74172 USA	100%
<b>Longhorn Enterprises of Texas, Inc. *</b> <b>(Delaware)</b> 300 Delaware Avenue, 9th Floor Wilmington, DE 19801	100%
<b>Longhorn Partners Pipeline, L.P. *</b> <b>(Delaware)</b> None given	%
<b>MAPCO Inc. (DE) *</b> <b>(Delaware)</b> None given	100%
<b>FleetOne Inc. *</b> <b>(Delaware)</b> None given	100%
<b>Gas Supply, L.L.C.</b>	100%

(Delaware)  
One Williams Center  
Tulsa, OK 74172 USA

MAPCO Alaska Inc. 100%  
(Alaska)  
None given

MAPCO Canada Energy Inc. 100%  
(Canada)  
None given

MAPCO Energy Services, L.L.C. 100%  
(Delaware)  
None given

Discovery Gas Transmission LLC 50%  
} (Delaware)  
One Williams Center  
Tulsa, OK 74172 USA

Discovery Producer Services LLC 50%  
} (Delaware)  
None given

MAPCO Impressions Inc. 100%  
(Oklahoma)  
None given

P.T. MAPCO Indonesia \* 95%  
None given

TouchStar Technologies, L.L.C. 100%  
(Delaware)  
None given

Servicios de TouchStar de Mexico S.A. de C.V. \* 90%  
} (Mexico)  
One Williams Center  
Tulsa, Oklahoma 74172 USA

TouchStar Europe, B.V. %  
} (Netherlands)  
One Williams Center  
Tulsa, Oklahoma 74172 USA

TouchStar Pacific Pty Limited 100%  
} (Australia)

Unit 1  
100 Asquith Street  
Silverwater, NSW 2128 Australia

**TouchStar Technologies Limited** 100%  
} (England)  
One Williams Center  
Tulsa, Oklahoma 74172 USA

**TouchStar de Mexico S.A. de C.V. \*** 90%  
} (Mexico)  
One Williams Center  
Tulsa, Oklahoma 74172 USA

**TouchSystems (Australia) Pty. Ltd.** 100%  
} (Australia)  
One Williams Center  
Tulsa, Oklahoma 74172 USA

**TouchSystems (Pty) Ltd.** 100%  
} (South Africa)  
One Williams Center  
Tulsa, Oklahoma 74172 USA

**Williams Energy, L.L.C.** 100%  
(Delaware)  
None given

**Williams Gas Pipeline - Alliance Canada, Inc.** 100%  
(New Brunswick)  
None given

**Williams Natural Gas Liquids Canada, Inc.** 100%  
(Alberta)  
None given

**WPX Enterprises, Inc. \*** 100%  
(Delaware)  
900 Market Street  
Wilmington, DE 19801

**Williams Production - Gulf Coast Company, L.P. \*** 99%  
(Delaware)  
One Williams Center  
Tulsa, OK 74172

**Williams Alaska Pipeline Company, L.L.C. \*** 100%  
(Delaware)  
One Williams Center  
Tulsa, OK 74172 USA

<b>Williams Energy Partners L.P. *</b> (Delaware) None given	99%
<b>Williams Energy Ventures, Inc. *</b> (Delaware) P.O. Box 3448 Tulsa, OK 74101	100%
<b>Nebraska Energy, L.L.C.</b> (Kansas) 605 12th Street Aurora, NE 68818	71%
<b>WilJet, L.L.C.</b> (Arizona) None given	50%
<b>Williams Bio-Energy, LLC</b> (Delaware) One Williams Center Tulsa, OK 74172 USA	100%
<b>Williams Ethanol Services, Inc.</b> (Delaware) 1300 South Second Street Pekin, IL 61554	100%
<b>Williams Pipelines Holdings, L.L.C.</b> (Delaware) One Williams Center Tulsa, OK 74172 USA	100%
<b>Williams Terminals Holdings, L.L.C.</b> (Delaware) None given	100%
<b>Williams Field Services Group, Inc *</b> (Delaware) P.O. Box 3102 Tulsa, OK 74101	100%
<b>Black Marlin Pipeline Company</b> (Texas) None given	100%
<b>Carbon County UCG, Inc.</b> (Delaware)	100%

P.O. Box 3102  
Tulsa, OK 74101

<b>WBI Offshore Pipeline, Inc.</b> <b>(Delaware)</b> None given	100%
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<b>WFS - Liquids Company</b> <b>(Delaware)</b> P. O. Box 3102 Tulsa, OK 74101	100%
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<b>HI-BOL Pipeline Company</b> <b>} (Delaware)</b> P. O. Box 1396 Houston, TX 77251-1396	100%
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<b>WFS - Offshore Gathering Company *</b> <b>} (Delaware)</b> P. O. Box 3102 Tulsa, OK 74101	100%
---	------

<b>WFS - Pipeline Company *</b> <b>} (Delaware)</b> P. O. Box 3102 Tulsa, OK 74101	100%
---	------

<b>Webb/Duval Gatherers *</b>  None given	25%
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<b>WFS - OCS Gathering Co.</b> <b>(Delaware)</b> P.O. Box 3102 Tulsa, OK 74101	100%
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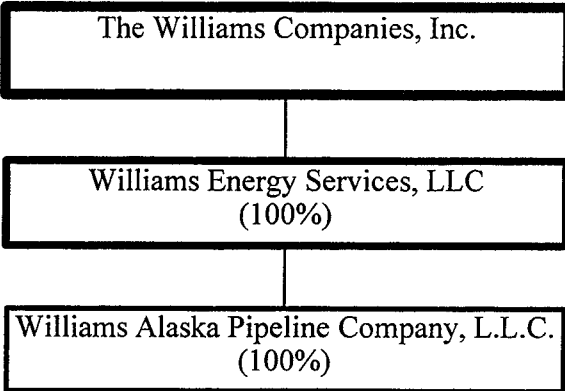
<b>Webb/Duval Gatherers *</b>  None given	51%
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<b>WFS Enterprises, Inc.</b> <b>(Delaware)</b> 900 Market Street Wilmington, DE 19801	100%
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<b>Williams Field Services - Gulf Coast Company, L.P.</b> <b>*</b> <b>} (Delaware)</b> Houston, Texas	99%
--	-----

<b>Tarpon Transmission Company</b>	80%
None given	
 <b>WFS Gathering Company, L.L.C.</b> <b>(Delaware)</b> WFS Gathering Company, L.L.C. Attn: Legal Department One Williams Center Tulsa, OK 74172 USA	100%
 <b>Goebel Gathering Company, L.L.C.</b> <b>} (Delaware)</b> None given	100%
 <b>Williams Field Services Company</b> <b>(Delaware)</b> P.O. Box 3102 Tulsa, OK 74101	100%
 <b>Williams Field Services - Gulf Coast Company, L.P.</b> <b>*</b> <b>} (Delaware)</b> Houston, Texas	1%
 <b>Tarpon Transmission Company</b>	80%
None given	
 <b>Williams Gas Processing - Gulf Coast Company,</b> <b>L.P. *</b> <b>} (Delaware)</b> 2800 Post Oak Blvd. Houston, TX 77056	1%
 <b>Williams Mobile Bay Producer Services, L.L.C. *</b> <b>} (Delaware)</b> One Williams Center Tulsa, OK 74172	100%
 <b>Williams Oil Gathering, L.L.C. *</b> <b>} (Delaware)</b> Attn: Legal Department One Williams Center Tulsa, OK 74172 USA	100%
 <b>Williams Gas Processing - Kansas Hugoton</b> <b>Company</b> <b>(Delaware)</b> One Williams Center	100%

**ORGANIZATIONAL CHART**



MASTER

APPLICATION FOR TRANSPORTATION AND  
UTILITY SYSTEMS AND FACILITIES  
ON FEDERAL LANDS

FORM APPROVED  
OMB NO. 1004-0060  
Expires: December 31, 2001

NOTE: Before completing and filing the application, the applicant should completely review this package and schedule a preapplication meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the preapplication meeting.

FOR AGENCY USE ONLY

Application Number

Date filed

1. Name and address of applicant (include zip code)

See Attachment 1.

2. Name, title, and address of authorized agent if different from Item 1 (include zip code)

3. TELEPHONE (area code)

Applicant

See Attachment 1.

Authorized Agent

4. As applicant are you? (check one)

- a. ☐ Individual See Attachment 1.  
b. ☐ Corporation\*  
c. ☐ Partnership/Association\*  
d. ☐ State Government/State Agency  
e. ☐ Local Government  
f. ☐ Federal Agency

\* If checked, complete supplemental page

5. Specify what application is for: (check one) See response on page 6.

- a. ☐ New authorization  
b. ☒ Renewing existing authorization No.  
c. ☐ Amend existing authorization No.  
d. ☐ Assign existing authorization No.  
e. ☐ Existing use for which no authorization has been received\*  
f. ☐ Other\*

\* If checked, provide details under Item 7

6. If an individual or partnership are you a citizen(s) of the United States? ☐ Yes ☐ No See response on page 6.

7. Project description (describe in detail): (a) Type of system or facility, (e.g., canal, pipeline, road); (b) related structures and facilities; (c) physical specifications length, width, grading, etc.; (d) term of years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for construction (Attach additional sheets, if additional space is needed.)

- (a) Pipeline System, as defined generally in § 1.1.1.22 of Exhibit D to the January 23, 1974 Agreement and Grant of Right-of-Way for Trans-Alaska Pipeline ("Federal Grant");  
(b) See generally Environmental Report for the Trans-Alaska Pipeline System Right-of-Way Renewal in Volume 3 ("Environmental Report") at §§ 2.1.1 and 4.2.1; Duration of Right-of-Way Renewal for the Trans-Alaska Pipeline System in Volume 2 ("Duration Report") at Appendix 4; Federal Line Lists in Volume 2 at Tab 1D- 1H;  
(c) See generally Environmental Report at §§ 2.1.1 and 4.2.1 and Duration Report at Appendix 4;  
(d) Renewal of authorizations for the maximum period allowed by law. See 30 U.S.C. § 185(n) and Duration Report generally;  
(e) Year round;  
(f) See generally Environmental Report at Appendices A and D (pps. D-1 through D-12);  
(g) Not applicable;  
(h) Not applicable.

See also Attachment 2.

8. Attach a map covering area and show location of project proposal See generally Attachment 2, Environmental Report at Appendix C and Federal Lists in Volume 2 at Tabs 1D-1H.

9. State or local government approval: ☐ Attached ☒ Applied for ☐ Not required

10. Nonreturnable application fee: ☐ Attached ☒ Not required

11. Does project cross international boundary or affect international waterways? ☐ Yes ☒ No (If "yes," indicate on map)

12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

See response on page 6.

13a. Describe other reasonable alternative routes and modes considered.

Not applicable.

b. Why were these alternatives not selected?

Not applicable.

c. Give explanation as to why it is necessary to cross Federal Lands.

Existing TAPS facilities are located on and cross federal lands.

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (Specify number, date, code, or name)

See generally Federal and State Line Lists in Volume 2 at Tab 1.

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.

See generally Environmental Report, including §§ 1.2; 3.3; 4.3.3, and Duration Report, including §§ 1; 3; 4; 8; and 9.

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

See generally Environmental Report §§ 3.3; 4.3.3; 4.5 and Duration Report § 8. Additional information may be found in studies and reports that bear on TAPS, such as those identified in the Environmental Report at Section 8 and 43 U.S.C. § 1651(b), and the 1972 Environmental Impact Statement (6 vols.) that preceded the execution of the Federal Grant.

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability.

(a) See generally Environmental Report §§ 3.1.3; 4.3.1.3; 4.5; 4.8.2.3; (b) See generally Environmental Report §§ 3.1.3; 3.3.6.3; 4.3.1.3; 4.3.3.9; 4.5; (c) See generally Environmental Report §§ 3.1.1.6; 3.1.2.1; 4.2.1.3; 4.3.1.2; 4.5; 4.8.2.1; 4.8.2.2; (d) See generally Environmental Report §§ 3.1.1.6; 4.2.1.3; 4.3.1.2; 4.3.2.2; 4.5; (e) See generally Environmental Report §§ 3.1.3; 4.3.1.3; 4.5; (f) See generally Environmental Report §§ 3.1.1; 4.1.1; 4.2.1.1; 4.2.1.2; 4.3.1.1; 4.3.2.2; 4.5. (See continuation on page 6.)

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plantlife, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

(a) See generally Environmental Report §§ 3.2; 4.3.2; 4.5; 4.8.3; (b) See generally Environmental Report §§ 3.2.6; 3.3.3; 4.3.2; 4.3.3.3; 4.5; 4.8.3.4; 4.8.4.4. In both cases additional information may be found in studies and reports that bear on TAPS, such as those identified in the Environmental Report at Section 8 and 43 U.S.C. § 1651(b), and the 1972 Environmental Impact Statement (6 vols.) that preceded the execution of the Federal Grant.

19. State whether any hazardous material, as defined in this paragraph, will be used, produced, transported or stored on or within the right-of-way or any of the right-of-way facilities, or used in the construction, operation, maintenance or termination of the right-of-way or any of its facilities. "Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. 9601 et seq., and its regulations. The term hazardous materials also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA Section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas.

See response on page 6.

20. Name all the Department(s)/Agency(ies) where this application is being filed.

The original application is being filed with the Bureau of Land Management.

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant

See Attachment 3.

Date

See Attachment 3.

Title 18, U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

APPLICATION FOR TRANSPORTATION AND UTILITY SYSTEMS  
AND FACILITIES ON FEDERAL LANDS

GENERAL INFORMATION  
ALASKA NATIONAL INTEREST LANDS

This application will be used when applying for a right-of-way, permit, license, lease, or certificate for the use of Federal lands which lie within conservation system units and National Recreation or Conservation Areas as defined in the Alaska National Interest Lands Conservation Act. Conservation system units include the National Park System, National Wildlife Refuge System, National Wild and Scenic Rivers System, National Trails System, National Wilderness Preservation System, and National Forest Monuments.

Transportation and utility systems and facility uses for which the application may be used are:

1. Canals, ditches, flumes, laterals, pipes, pipelines, tunnels, and other systems for the transportation of water.
2. Pipelines and other systems for the transportation of liquids other than water, including oil, natural gas, synthetic liquid and gaseous fuels, and any refined product produced therefrom.
3. Pipelines, slurry and emulsion systems, and conveyor belts for transportation of solid materials.
4. Systems for the transmission and distribution of electric energy.
5. Systems for transmission or reception of radio, television, telephone, telegraph, and other electronic signals, and other means of communications.
6. Improved rights-of-way for snow machines, air cushion vehicles, and all-terrain vehicles.
7. Roads, highways, railroads, tunnels, tramways, airports, landing strips, docks, and other systems of general transportation.

This application **must** be filed simultaneously with each Federal department or agency requiring authorization to establish and operate your proposal.

In Alaska, the following agencies will help the applicant file an application and identify the other agencies the applicant should contact and possibly file with:

Department of Agriculture  
Regional Forester, Forest Service (USFS)  
Federal Office Building, P.O. Box 21628  
Juneau, Alaska 99802-1628  
Telephone: (907) 586-7847 (or a local Forest Service Office)

Department of the Interior  
Bureau of Indian Affairs (BIA)  
Juneau Area Office  
9109 Mendenhall Mall Road, Suite 5, Federal Building Annex  
Juneau, Alaska 99802  
Telephone: (907) 586-7177

Bureau of Land Management (BLM)  
222 West 7th Ave., Box 13  
Anchorage, Alaska 99513-7599  
Telephone: (907) 271-5477 (or a local BLM Office)

National Park Service (NPS)  
Alaska Regional Office 2525 Gambell St., Rm. 107  
Anchorage, Alaska 99503-2892  
Telephone: (907) 257-2585

U.S. Fish & Wildlife Service (FWS)  
Office of the Regional Director  
1011 East Tudor Road  
Anchorage, Alaska 99503  
Telephone: (907) 786-3440

Note-Filings with any Interior agency may be filed with any office noted above or with the: Office of the Secretary of the Interior, Regional Environmental Officer, Box 120, 1675 C Street, Anchorage, Alaska 99513.

Department of Transportation  
Federal Aviation Administration  
Alaska Region AAL-4, 222 West 7th Ave., Box 14  
Anchorage, Alaska 99513-7587  
Telephone: (907) 271-5285

**NOTE** - The Department of Transportation has established the above central filing point for agencies within that Department. Affected agencies are: Federal Aviation Administration (FAA), Coast Guard (USCG), Federal Highway Administration (FHWA), Federal Railroad Administration (FRA).

OTHER THAN ALASKA NATIONAL INTEREST LANDS

Use of this form is not limited to National Interest Conservation Lands of Alaska.

Individual departments/agencies may authorize the use of this form by applicants for transportation and utility systems and facilities on other Federal lands outside those areas described above.

For proposals located outside of Alaska, applications will be filed at the local agency office or at a location specified by the responsible Federal agency.

SPECIFIC INSTRUCTIONS  
(Items not listed are self-explanatory)

Item

- 7 Attach preliminary site and facility construction plans. The responsible agency will provide instructions whenever specific plans are required.
- 8 Generally, the map **must** show the section(s), township(s), and range(s) within which the project is to be located. Show the proposed location of the project on the map as accurately as possible. Some agencies require detailed survey maps. The responsible agency will provide additional instructions.
- 9, 10, and 12 - The responsible agency will provide additional instructions.
- 13 Providing information on alternate routes and modes in as much detail as possible, discussing why certain routes or modes were rejected and why it is necessary to cross Federal lands will assist the agency(ies) in processing your application and reaching a final decision. Include only reasonable alternate routes and modes as related to current technology and economics.
- 14 The responsible agency will provide instructions.
- 15 Generally, a simple statement of the purpose of the proposal will be sufficient. However, major proposals located in critical or sensitive areas may require a full analysis with additional specific information. The responsible agency will provide additional instructions.
- 16 through 19 - Providing this information in as much detail as possible will assist the Federal agency(ies) in processing the application and reaching a decision. When completing these items, you should use a sound judgment in furnishing relevant information. For example, if the project is not near a stream or other body of water, **do not** address this subject. The responsible agency will provide additional instructions.

Application must be signed by the applicant or applicant's authorized representative.

If additional space is needed to complete any item, please put the information on a separate sheet of paper and identify it as "Continuation of Item."

**SUPPLEMENTAL**

NOTE: The responsible agency(ies) will provide additional instructions		CHECK APPROPRIATE BLOCK	
I - PRIVATE CORPORATIONS See response on page 6.		ATTACHED	FILED*
a. Articles of Incorporation		<input type="checkbox"/>	<input type="checkbox"/>
b. Corporation Bylaws		<input type="checkbox"/>	<input type="checkbox"/>
c. A certification from the State showing the corporation is in good standing and is entitled to operate within the State.		<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing		<input type="checkbox"/>	<input type="checkbox"/>
e. The name and address of each shareholder owning 3 percent or more of the shares, together with the number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote and the name and address of each affiliate of the entity together with, in the case of an affiliate controlled by the entity, the number of shares and the percentage of any class of voting stock of that affiliate owned, directly or indirectly, by that entity, and in the case of an affiliate which controls that entity, the number of shares and the percentage of any class of voting stock of that entity owned, directly or indirectly, by the affiliate.		<input type="checkbox"/>	<input type="checkbox"/>
previous applications.		<input type="checkbox"/>	<input type="checkbox"/>
g. If application is for an oil and gas pipeline, identify all Federal lands by agency impacted by proposal.		<input type="checkbox"/>	<input type="checkbox"/>
II- PUBLIC CORPORATIONS			
a. Copy of law forming corporation		<input type="checkbox"/>	<input type="checkbox"/>
b. Proof of organization		<input type="checkbox"/>	<input type="checkbox"/>
c. Copy of Bylaws		<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing		<input type="checkbox"/>	<input type="checkbox"/>
e. If application is for an oil or gas pipeline, provide information required by Item "I-f" and "I-g" above.		<input type="checkbox"/>	<input type="checkbox"/>
III - PARTNERSHIP OR OTHER UNINCORPORATED ENTITY			
a. Articles of association, if any		<input type="checkbox"/>	<input type="checkbox"/>
b. If one partner is authorized to sign, resolution authorizing action is		<input type="checkbox"/>	<input type="checkbox"/>
c. Name and address of each participant, partner, association, or other		<input type="checkbox"/>	<input type="checkbox"/>
d. If application is for an oil or gas pipeline, provide information required by Item "I-f" and "I-g" above.		<input type="checkbox"/>	<input type="checkbox"/>

\* If the required information is already filed with the agency processing this application and is current, check block entitled "Filed." Provide the file identification information (e.g., number, date, code, name). If not on file or current, attach the requested information.

**DATA COLLECTION STATEMENT**

The Federal agencies collect this information from applicants requesting right-of-way, permit, license, lease, or certifications for the use of Federal lands.

Federal agencies use this information to evaluate your proposal.

No Federal agency may request or sponsor, and you are not required to respond to a request for information which does not contain a currently valid OMB Approval Number.

**BURDEN HOURS STATEMENT**

The public burden for this form is estimated to vary from 30 minutes to 25 hours per response, with an average of 2 hours per response, including the time for

reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to: U.S. Department of the Interior, Bureau of Land Management, Information Clearance Officer (W0-630), 1849 C Street, Mail Stop 401LS, Washington, D.C. 20240

A reproducible copy of this form may be obtained from the Bureau of Land Management, Division of Lands, 1620 L Street, Rm. 1000LS, Washington, D.C. 20036.

## NOTICE

NOTE: This applies to the Department of the Interior/Bureau of Land Management (BLM).

The Privacy Act of 1974 provides that you be furnished with the following information in connection with the information provided by this application for an authorization.

AUTHORITY: 16 U.S.C. 310 and 5 U.S.C. 301.

PRINCIPAL PURPOSE: The primary uses of the records are to facilitate the (1) processing of claims or applications; (2) recordation of adjudicative actions; and (3) indexing of documentation in case files supporting administrative actions.

ROUTINE USES: BLM and the Department of the Interior (DOI) may disclose your information on this form: (1) to appropriate Federal agencies when concurrence or supporting information is required prior to granting or acquiring a right or interest in lands or resources; (2) to members or the public who have a need for the information that is maintained by BLM for public record; (3) to the U.S. Department of Justice, court, or other adjudicative body when DOI determines the information is necessary and relevant to litigation; (4) to appropriate Federal, State, local, or foreign agencies responsible for investigating prosecuting violation, enforcing, or implementing this statute, regulation, or order; and (5) to a congressional of lice when you request the assistance of the Member of Congress in writing.

EFFECT OF NOT PROVIDING THE INFORMATION: Disclosing this information is necessary to receive or maintain a benefit. Not disclosing it may result in rejecting the application.

**MASTER APPLICATION  
FOR TRANSPORTATION AND  
UTILITY SYSTEMS AND FACILITIES  
ON FEDERAL LAND**

**For the Trans-Alaska Pipeline System**

**Continuation of Item #5:** Renewal on the same terms of each Applicant's undivided interest in existing authorizations for the Trans-Alaska Pipeline System ("TAPS"), including, but not limited to, F-12505, AA-5847, F-21770, and other authorizations identified on the Federal Line Lists in Volume 2 at Tab 1D -1H.

**Continuation of Item #s 6, 12 and Supplemental Items on page 4:** Each Applicant identified in response to Item 1 above (individually "Applicant" and collectively "Applicants") separately responds to this item in its respective SUPPLEMENTAL APPLICATION at Volume 1 of 3 (individually "SUPPLEMENTAL APPLICATION" and collectively "SUPPLEMENTAL APPLICATIONS"). Further, nothing in this MASTER APPLICATION should be interpreted or construed as having the effect or implication of any Applicant making any statement, representation or certification as to the accuracy or completeness of any other Applicant's response to this item.

**Continuation of Item #17:** In all cases additional information may be found in studies and reports that bear on TAPS, such as those identified in the Environmental Report at Section 8 and 43 U.S.C. § 1651(b), and the 1972 Environmental Impact Statement (6 vols.) that preceded the execution of the Federal Grant.

**Continuation of Item #19:** TAPS does not engage in the use, production, transportation or storage of hazardous materials as part of TAPS' purpose. TAPS operates to transport crude oil, and crude oil is not a hazardous material as defined in this question. Hazardous materials are only present on TAPS incidentally in support of the operation and maintenance of TAPS. All hazardous materials are managed under state and federal law. Those occurrences are described categorically below. Also see Environmental Report § 3.1.1.5.

**Hazardous Material Use.** Chemical products may be "hazardous materials" or may include components that are hazardous materials. These products are used for TAPS operations and maintenance. Any list of hazardous materials would be only temporarily accurate because product use on TAPS varies continuously. Therefore, they are listed here categorically: paints and associated products; pipe coating chemicals; equipment repair and lubrication products, cleaners, and antifreeze chemicals; adhesives, epoxies and sealants; corrosion inhibitors; fire fighting chemicals; laboratory chemicals used for crude oil analysis; herbicides, pesticides and insecticides (used with the approval of the Authorized Officer); photographic chemicals; and batteries. This list provides a description of TAPS hazardous material use, but is not intended to be comprehensive

chemical by chemical. That detailed information may be obtained from Alyeska's OSHA MSDS (hazardous communication) program and the annual SARA Title III reports submitted to EPA.

Hazardous Material Production. TAPS does not produce hazardous materials.

Hazardous Material Transportation. Chemical product hazardous materials, described above, are transported on and off TAPS facilities utilizing the procedure established under state and federal law. The U.S. DOT has strict requirements for the transportation of chemical products, under 49 CFR Parts 172- 177, 350-399. Hazardous wastes also must comply with the same U.S. DOT transportation requirements. In place is an extensive hazardous material transportation plan that covers both chemical product and hazardous waste transportation on and off TAPS facilities. Bills of lading are used to track the transportation of chemical products. In addition, there are EPA hazardous waste manifests for transported hazardous wastes. The list of hazardous materials transported on and off TAPS facilities would be composed of those hazardous materials listed above under Hazardous Material Use and below under Hazardous Material Storage.

Hazardous Material Storage. The list of hazardous materials stored is the same as the list of hazardous materials used on TAPS facilities, except for waste storage. Where required or appropriate, chemical products are stored within secondary containment. Hazardous wastes that are generated at a TAPS facility are stored utilizing EPA requirements for hazardous waste generators. The hazardous waste categories are predominantly chemical products that have completed their use: paints and associated products; equipment repair and lubrication products, and parts cleaners; adhesives, epoxies and sealants; laboratory chemicals used for crude oil analysis; herbicides, pesticides and insecticides (used with the approval of the Authorized Officer); photographic chemicals; and batteries. Tank and pipe cleaning sludges are a non-product waste stream that contributes to this list. These wastes are only temporarily stored at a facility, in accordance with EPA regulations. During storage they are monitored, in accordance with EPA regulations, and they are transported off the facilities and disposed of at EPA permitted facilities. A listing of hazardous wastes stored at a TAPS facility for any one-year period can be found in the annual RCRA report submitted to EPA.

## ATTACHMENT 1

A. Applicants for renewal of their undivided interests in existing authorizations for TAPS are the following corporations:

1. Amerada Hess Pipeline Corporation  
One Allen Center  
500 Dallas Street, Level 2  
Houston, Texas 77002

Authorized Officer:  
Donald C. Lutken, Jr.  
President and Chief Executive Officer

Telephone: (713) 609-4000

2. BP Pipelines (Alaska) Inc.  
900 E. Benson Blvd., MB 11-5  
Anchorage, AK 99508

Authorized Officer:  
Albert N. Bolea  
President

Telephone: (907) 564-5757

3. ExxonMobil Pipeline Company  
800 Bell Street  
Houston, TX 77002

Authorized Officer:  
Richard A. Rabinow  
President

Telephone: (713) 656-5056

4. Phillips Transportation Alaska, Inc.  
700 G Street  
Anchorage, AK 99501

Authorized Officer:  
Margaret A. Yaeger  
President

Telephone: (907) 263-3710

5. Unocal Pipeline Company  
14141 Southwest Freeway  
Sugar Land, TX 77478

Authorized Officer:  
Joseph M. Monroe  
President

Telephone: (281) 287-7775

6. Williams Alaska Pipeline Company, L.L.C.  
1 Williams Center 720A  
Tulsa, OK 74172

Authorized Officer:  
Michael N. Mears  
Vice President

Telephone: (918) 573-3211

- B. The Applicants (i) own, in undivided interests, the entirety of the authorizations for which renewal is sought as are identified in the Federal Line Lists in Volume 2 at Tab 1D-1H and (ii) operate TAPS through Alyeska Pipeline Service Company ("Alyeska"). The operating agreement among the Owners and other information pertaining to Alyeska appears in file AA-5722 in the Bureau of Land Management's Alaska State Office.

## ATTACHMENT 2

### A. MAINLINE AND FUEL GAS LINE

SERIAL NUMBER	TYPE OF SYSTEM OR FACILITY	MAP SHEET NO.*
F-12505/AA-5847	Crude oil pipeline and other facilities	2/3/4/5/6/7/8/9/10/ 11/12/13/14/15/16/ 18/19/20/21/22/23/ 24/25
F-21770	Fuel gas pipeline and other facilities	2/3/4/5

\* References in the MAP SHEET NO. column are to maps at Appendix C of the Environmental Report, Volume 3 of 3.

### B. ACCESS ROADS

SERIAL NO.	ACCESS ROAD NO.	ALSO KNOWN AS	MAP SHEET NO.*
F 20780	118-APL-1	118-APL/AMS-1	5
F 21586	116-APL-1	116-APL/AMS-1	5
F 22386	116-APL-6		5
F 20776	115-APL-1		5
F 21585	115-APL-3	115-APL/AMS-3	5
F 20719	114-APL-1	114-APL/AMS-1	5/6
F 21656	114-APL-2B		5/6
FF 088221	Atigun Boat Ramp	114-APL/AMS-2C	5/6
F 21465	114-APL-3		5/6
F 21467	114A-APL-5	114-APL-5	5/6
F 20717	113-APL-1		6
FF 088197	113-APL/AMS-2	113-APL-2	6
F 20715	112-APL-1		6

# ATTACHMENT 2

SERIAL NO.	ACCESS ROAD NO.	ALSO KNOWN AS	MAP SHEET NO.*
FF 088195	112-AMS-2	112-APL-2	6
F 21727	112-APL-3A		6
FF 088193	112-APL-4B		6
F 20714	111-APL-3	111-APL/AMS-3	6
F 21583	110-APL-1		6
F 21617	110-APL-1B		6
F 20713	110-APL-2		6
F 21653	109-APL-1A		6/7
F 21535	109-APL-3A		6
FF 088194	108-APL-1		7
FF 088223	108-APL-1A		7
FF 088485	108-APL-5		7
F 20707	108-APL-6		7
F 21640	108-APL-7	108-APL/AMS-7	7
	Remote Gate Valve ("RGV") 33 Access	JPO Letter No. 94-082-M	7
F 64648	108-APL-8		7
F 21623	107-APL-1A	107-APL/AMS-1A	7
F 64647	107-APL-2A		7
F 20699	107-APL-3		7
FF 088192	107-APL/AMS-4		7
F 21618	106-APL-1A	106-APL/AMS-1A	7
F 64646	106-APL-2B	106-APL/AMS-2B	7

# ATTACHMENT 2

SERIAL NO.	ACCESS ROAD NO.	ALSO KNOWN AS	MAP SHEET NO.*
F 21652	105-APL-1A	105-APL/AMS-1A	7
F 20692	105-APL-2		7
F 20693	105-APL-3		7
F 20694	105-APL-4		7
FF 088220	104-APL-0		7/8
FF 088218	104-APL-1		7
F 21429	104-APL-1A		7
F 20688	104-APL-3		7
F 21638	103-APL-1A	103-APL/AMS-1A	8
FF 84277	103-APL-3		7/8
FF 088191	103-APL-3A		7/8
F 20683	103-APL-4		7/8
F 20675	102-APL-1		8
F 20676	102-APL-2		8
FF 088222	Pipeline Mile Post ("PLMP") 216.3	102-APL-2A	8
F 20677	102-APL-3	102-APL/AMS-3	8
FF 088190	102-APL-3A	102-AMS-3A	8
F 20678	102-APL-4		8
F 20679	102-APL-5		8
F 20671	101-APL-1		8
FF 088187	101-APL-1A		8
FF 088188	101-APL-1B	101-AMS-1B	8

# ATTACHMENT 2

SERIAL NO.	ACCESS ROAD NO.	ALSO KNOWN AS	MAP SHEET NO.*
FF 088189	101-APL-2	101-APL/AMS-2	8
F 20673	101-APL-3		8
FF 87266	101-APL/AMS-4		8
F 20668	100-APL-2	100-APL/AMS-2	8
F 20669	100-APL-2A		8
F 20665	99-APL-3		8
F 20666	99-APL-4	99-APL/AMS-4	8
F 20656	97-APL-1	97-APL/AMS-1	9
F 20657	97-APL-3	97-APL/AMS-3	9
F 21763	97-APL-5		9
F 20653	96-APL-1	96-APL/AMS-1	9
F 20654	96-APL-2A		9
F 64645	96-APL-3		9
F 22978	95-APL-4A		9
F 20652	95-APL-5	95-APL/AMS-5	9
F 21553	94-APL-1A	94-APL/AMS-1A	9
F 21570	93-APL-1	93-APL/AMS-1	9
F 20645	93-APL-2	93-APL/AMS-2	9
F 21551	93-APL-4		9
F 21552	92-APL-0		9/10
F 20637	92-APL-1	92-APL/AMS-1	9
F 20638	92-APL-2	92-APL/AMS-2	9

# ATTACHMENT 2

SERIAL NO.	ACCESS ROAD NO.	ALSO KNOWN AS	MAP SHEET NO.*
F 20640	92-APL-4		9
F 20642	92-APL-6	92-APL/AMS-6	9
F 20633	91-APL-1	91-APL/AMS-1	10
F 22365	91-APL-1B		10
F 21693	91-APL-3	91-APL/AMS-3	9/10
FF 088186	90-APL/AMS-1	90-APL-1	10
FF 81337	90-APL-2		10
F 21568	90-APL-4A	90-APL/AMS-4A	10
F 20625	89-APL-1	89-APL/AMS-1	10
F 20627	89-APL-3		10
F 20628	89-APL-4	89-APL/AMS-4	10
F 20773	89-APL-6		10
F 20623	88-APL-1	88-APL/AMS-1	10
F 21567	88-APL-2	88-APL/AMS-2	10
F 20622	87-APL-2		10
F 21582	87-APL-3B	87-APL/AMS-3B	10
F 21549	87-APL-4		10
F 20615	86-APL-1		10/11
F 20616	86-APL-2		10/11
F 20618	86-APL-3A	86-APL/AMS-3A	10
FF 088184	86-APL-4		10
FF 088185	86-APL-4A		10

## ATTACHMENT 2

SERIAL NO.	ACCESS ROAD NO.	ALSO KNOWN AS	MAP SHEET NO.*
FF 088219	86-APL-4B		10
F 20621	86-APL-5	86-APL/AMS-5	10
F 20613	85-APL-1	85-APL/AMS-1	11
F 64644	85-APL-3		10/11
F 20610	84-APL-1		11
F 20611	84-APL-2		11
F 20608	83-APL-2	83-APL/AMS-2	11
F 20609	83-APL-3	83-APL/AMS-3	11
F 20606	82-APL-2	82-APL/AMS-2	11
F 21565	81-APL-1B		11
F 20604	81-APL-3	81-APL/AMS-3	11
F 20605	81-APL-4		11
F 20600	80-APL-2		12
F 21581	80-APL-2A		11/12
F 21546	80-APL-3A	80-APL/AMS-3A	11/12
F 20596	79-APL-1	79-APL/AMS-1	12
F 20597	79-APL-2	79-APL/AMS-2	12
F 20598	79-APL-3		12
F 20594	78-APL-1		12
F 64643	78-APL-1A		12
F 20595	78-APL-3	78-APL/AMS-3	12
F 20564	62-APL-1		15

# ATTACHMENT 2

SERIAL NO.	ACCESS ROAD NO.	ALSO KNOWN AS	MAP SHEET NO.*
F 21650	57-APL-3		16
F 21740	56-APL-3		16
F 20557	45-APL-3		18
F 21591	45-APL-4		18
F 20553	44-APL-3		18
F 20554	44-APL-5		18
F 20542	40-APL-1	40-APL/AMS-1	19
F 20545	40-APL-4	40-APL/AMS-4	19
F 20535	39-APL-1	39-APL/AMS-1	19
F 20536	39-APL-2		19
F 21759	39-APL-4	39-APL/AMS-4	19
F 20541	39-APL-7		19
F 20534	38-APL-9		19
F 20532	38-APL-7		19
F 21756	38-APL-1A		19
F 20530	38-APL-5		19
AA 8857	37-APL-2		19
AA 37894	37-APL-3		19
F 20526	37-APL-4		19
AA 8855	37-APL-1		19
AA 8853	36-APL-1A		20
AA 9213	35-APL-6	35-APL/AMS-6	20

# ATTACHMENT 2

SERIAL NO.	ACCESS ROAD NO.	ALSO KNOWN AS	MAP SHEET NO.*
AA 8854	36A-APL-1		19/20
AA 8851	31-APL-1		20/21
AA 8871	31-APL-3		20
AA 8870	30-APL-1		21
AA 9198	29-APL-1		21
AA 8848	28-APL-1	28-APL/AMS-1	21
AA 8849	28-APL-1C		21
AA 11185	27-APL/AMR-3	27 APL-3	21
AA 8866	26-APL-2	26-APL/AMS-2	21
AA 8867	26-APL/AMR-3	26-APL-3	21
AA 9189	23-APL-1A		22
AA 8863	22-APL-1		22
AA 8862	20-APL-1		21
AA 9166	19-APL-3		23
AA 8845	19-APL-1		23
AA 8843	17-APL-7		23
AA 8842	17-APL-5		23
AA 8840	17-APL-3		23
AA-8838	16-APL-1		23
AA-9462	14-APL-4		23/24
AA 8829	12-APL-1		24
AA 8827	11-APL-1		24

## ATTACHMENT 2

SERIAL NO.	ACCESS ROAD NO.	ALSO KNOWN AS	MAP SHEET NO.*
AA 37895	10-APL-0		24
AA 8825	10-APL-3		24
AA 8820	9-APL-2		24
AA 9602	9-APL-3A		24
AA 075690	9-APL-3B	9-AMS-3B	24
AA 8822	9-APL-4	9-APL/AMS-4	24
AA 9589	8-APL-1		24
AA 8817	8-APL-2		24
AA 77244	6-APL-5		25

\* References in the MAP SHEET NO. column are to maps at Appendix C of the Environmental Report, Volume 3 of 3.

### C. MISCELLANEOUS RIGHTS

SERIAL NUMBER	TYPE OF SYSTEM OR FACILITY	MAP SHEET NO.*
F-84966	Power and communication line and other facilities	9/10  Also see plat(s) at Tab 1H of Volume 2 of 3
AA-31239	Communication site and access road	21  Also see plat(s) at Tab 1H of Volume 2 of 3

\* Except as otherwise noted, references in the MAP SHEET NO. column are to maps at Appendix C of the Environmental Report, Volume 3 of 3.

## ATTACHMENT 2


### D. CONTAINMENT SITES

Rights to containment sites established under the June 14, 1991 Memorandum of Understanding between the Bureau of Land Management and Alyeska Pipeline Service Company, as agent for the TAPS Owners. Maps reflecting the location of the subject containment sites are a part of the Trans-Alaska Pipeline System Pipeline Oil Discharge Prevention and Contingency Plan, approved on November 30, 1998 and last revised on November 17, 2000, on file in the Bureau of Land Management's Alaska State Office.

ATTACHMENT 3

This MASTER APPLICATION is executed in multiple counterparts, with each counterpart being an original, and all counterparts together constituting the Master Application.

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

  
\_\_\_\_\_  
Amerada Hess Pipeline Corporation *AHS*

Date: APR 30 2001

\_\_\_\_\_  
BP Pipelines (Alaska) Inc.

Date: \_\_\_\_\_

\_\_\_\_\_  
ExxonMobil Pipeline Company

Date: \_\_\_\_\_

\_\_\_\_\_  
Phillips Transportation Alaska, Inc.

Date: \_\_\_\_\_

\_\_\_\_\_  
Unocal Pipeline Company

Date: \_\_\_\_\_

\_\_\_\_\_  
Williams Alaska Pipeline Company, L.L.C.

Date: \_\_\_\_\_

Title 18, U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States, any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

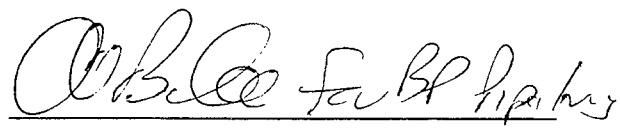
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\_\_\_\_\_  
Amerada Hess Pipeline Corporation

Date: \_\_\_\_\_

  
\_\_\_\_\_  
BP Pipelines (Alaska) Inc.

Date: APR 30 2001

\_\_\_\_\_  
ExxonMobil Pipeline Company

Date: \_\_\_\_\_

\_\_\_\_\_  
Phillips Transportation Alaska, Inc.

Date: \_\_\_\_\_

\_\_\_\_\_  
Unocal Pipeline Company

Date: \_\_\_\_\_

\_\_\_\_\_  
Williams Alaska Pipeline Company, L.L.C.

Date: \_\_\_\_\_

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\_\_\_\_\_  
Amerada Hess Pipeline Corporation

Date: \_\_\_\_\_

\_\_\_\_\_  
BP Pipelines (Alaska) Inc.

Date: \_\_\_\_\_

  
\_\_\_\_\_  
ExxonMobil Pipeline Company

Date: APR 30 2001

\_\_\_\_\_  
Phillips Transportation Alaska, Inc.

Date: \_\_\_\_\_

\_\_\_\_\_  
Unocal Pipeline Company

Date: \_\_\_\_\_

\_\_\_\_\_  
Williams Alaska Pipeline Company, L.L.C.

Date: \_\_\_\_\_

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\_\_\_\_\_  
Amerada Hess Pipeline Corporation

Date: \_\_\_\_\_

\_\_\_\_\_  
BP Pipelines (Alaska) Inc.

Date: \_\_\_\_\_

\_\_\_\_\_  
ExxonMobil Pipeline Company

Date: \_\_\_\_\_

Margaret A. Yager  
Phillips Transportation Alaska, Inc.

Date: APR 30 2001

\_\_\_\_\_  
Unocal Pipeline Company

Date: \_\_\_\_\_

\_\_\_\_\_  
Williams Alaska Pipeline Company, L.L.C.

Date: \_\_\_\_\_

Title 18, U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States, any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

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\_\_\_\_\_  
Amerada Hess Pipeline Corporation

Date: \_\_\_\_\_

\_\_\_\_\_  
BP Pipelines (Alaska) Inc.

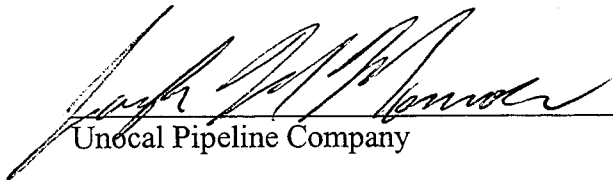
Date: \_\_\_\_\_

\_\_\_\_\_  
ExxonMobil Pipeline Company

Date: \_\_\_\_\_

\_\_\_\_\_  
Phillips Transportation Alaska, Inc.

Date: \_\_\_\_\_

  
Unocal Pipeline Company

**APR 30 2001**

Date: \_\_\_\_\_

\_\_\_\_\_  
Williams Alaska Pipeline Company, L.L.C.

Date: \_\_\_\_\_

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\_\_\_\_\_  
Amerada Hess Pipeline Corporation

Date: \_\_\_\_\_

\_\_\_\_\_  
BP Pipelines (Alaska) Inc.

Date: \_\_\_\_\_

\_\_\_\_\_  
ExxonMobil Pipeline Company

Date: \_\_\_\_\_

\_\_\_\_\_  
Phillips Transportation Alaska, Inc.

Date: \_\_\_\_\_

\_\_\_\_\_  
Unocal Pipeline Company

Date: \_\_\_\_\_

Michael Means  
\_\_\_\_\_  
Williams Alaska Pipeline Company, L.L.C.

Date: APR 30 2001

Title 18, U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States, any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

# REVISIONS

**APPLICATION  
OF  
WILLIAMS ALASKA PIPELINE COMPANY, L.L.C.  
FOR RENEWAL OF THE TRANS-ALASKA  
PIPELINE SYSTEM ON STATE LANDS  
STATE VOLUME 1-WA OF 3  
REVISION LOG**

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